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सं. 15] नई दिल्ली, अप्रैल 20—अप्रैल 26, 2025, शनिवार/चैत्र 30—वैशाख 6, 1947
No. 15] NEW DELHI, APRIL 20—APRIL 26, 2025, SATURDAY/CHAITRA 30—VAISAKHA 6, 1947

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

विदेश मन्त्रालय
(सी.पी.वी. प्रभाग)
नई दिल्ली, 15 अप्रैल, 2025

का.आ. 617.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार, अप्रैल 15, 2025 से कांसुलर सेवाएं के निर्वहन करने के लिए विदेश में भारतीय मिशन/पोस्टों में सहायक कांसुलर अधिकारियों के रूप में इस मंत्रालय के नीचे उल्लिखित अधिकारियों की नियुक्ति करता है:

क्रम सं.	अधिकारी का नाम और पद (श्री/सर्व)	मिशन/पोस्ट जिसमें सहायक कांसुलर अधिकारी के रूप में नियुक्त किया गया है
1	रोनक चौधरी, सहायक अनुभाग अधिकारी	भारत का महावाणिज्य दूतावास, अटलांटा
2	सूज़ी वर्गीज़, वैक्तिक सहायक	भारतीय दूतावास, मस्कट

3	गौरव अग्रवाल, सहायक अनुभाग अधिकारी	भारतीय दूतावास, ब्रसेल्स
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[फा. सं. टी. 4330/01/2025(16)]

एस.आर.एच. फहमी, निदेशक (सीपीवी)

MINISTRY OF EXTERNAL AFFAIRS

(CPV Division)

New Delhi, the 15th April, 2025

S.O. 617.—Statutory Order in pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints the below mentioned officials of this Ministry, as Assistant Consular Officers in Indian Missions/Posts abroad to perform Consular services with effect from April 15, 2025:

Sl. No.	Name & Rank of the Officer	Mission/Post wherein appointed as Assistant Consular Officer
1	Mr. Ronak Choudhary, Assistant Section Officer	Consulate General of India, Atlanta
2	Mrs. Susy Varghese, Personal Assistant	Embassy of India, Muscat
3.	Mr. Gaurav Aggarwal, Assistant Section Officer	Embassy of India, Brussels

[F. No. T.4330/01/2025(16)]

S.R.H. FAHMI, Director (CPV)

नई दिल्ली, 17 अप्रैल, 2025

का.आ. 618.—राजनयिक और कंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, सरकार, भारत के प्रधान कंसलावास, दुबई में वीरेश कुमार और नितेश बहादुर सिंह, सहायक अनुभाग अधिकारियों को अप्रैल 17, 2025 से सहायक कांसुलर अधिकारी के रूप में कांसुलर सेवाओं का निर्वहन करने के लिए अधिकृत करती है।

[फा. सं. टी. 4330/01/2025(17)]

एस.आर.एच. फहमी, निदेशक (सीपीवी)

New Delhi, the 17th April, 2025

S.O. 618.—Statutory Order in pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints Shri Viresh Kumar and Shri Nitesh Bahadur Singh, both Assistant Section Officers in the Consulate General of India, Dubai as Assistant Consular Officers to perform Consular services with effect from April 17, 2025.

[F. No. T.4330/01/2025(17)]

S.R.H. FAHMI, Director (CPV)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 26 मार्च, 2025

का.आ. 619.—केन्द्रीय सरकार, भारतीय नागरिक सुरक्षा संहिता, 2023 (2023 का 46) की धारा 18 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री शिव गोपाल सिंह और श्री जे. शंकर, अधिवक्ताओं को दिल्ली विशेष पुलिस स्थापना (केन्द्रीय अन्वेषण ब्यूरो) द्वारा संस्थित मामलों में, तेलंगाना राज्य के हैदराबाद में स्थित विचारण

न्यायालय के समक्ष संस्थित किए गए मामलों में और विधि द्वारा स्थापित किसी अपीलीय या पुनरीक्षण न्यायालय में इन मामलों से उद्भूत अपील, पुनरीक्षण या अन्य मामलों के अभियोजन का संचालन करने के लिए तीन वर्षों की अवधि के लिए अथवा अगले आदेश तक, जो भी पहले हो, विशेष लोक अभियोजक नियुक्त करती है।

[फा. सं. 225/5/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department Of Personnel And Training)

New Delhi, the 26th March, 2025

S.O. 619.—In exercise of the powers conferred by sub-section (8) of section 18 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (46 of 2023), the Central Government hereby appoints Shri Shiv Gopal Singh and Shri J. Shanker, Advocates as Special Public Prosecutors for conducting prosecution of the cases instituted by the Delhi Special Police Establishment (Central Bureau of Investigation) in the trial courts in the state of Telangana at Hyderabad and appeals, revisions or other matters arising out of these cases in any appellate or revisional court established by law for a period of three years or till further orders, whichever is earlier.

[F. No. 225/5/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 26 मार्च, 2025

का.आ. 620.—केन्द्रीय सरकार, भारतीय नागरिक सुरक्षा संहिता, 2023 (2023 का 46) की धारा 18 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्रीमती कगम बागरा और श्री तार तोरम, अधिवक्ताओं को दिल्ली विशेष पुलिस स्थापना (केन्द्रीय अन्वेषण ब्यूरो) द्वारा संस्थित मामलों में, अरुणाचल प्रदेश राज्य के युपिया में स्थित विचारण न्यायालय के समक्ष संस्थित किए गए मामलों में और विधि द्वारा स्थापित किसी अपीलीय या पुनरीक्षण न्यायालय में इन मामलों से उद्भूत अपील, पुनरीक्षण या अन्य मामलों के अभियोजन का संचालन करने के लिए तीन वर्षों की अवधि के लिए अथवा अगले आदेश तक, जो भी पहले हो, विशेष लोक अभियोजक नियुक्त करती है।

[फा. सं. 225/6/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 26th March, 2025

S.O. 620.—In exercise of the powers conferred by sub-section (8) of section 18 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (46 of 2023), the Central Government hereby appoints Ms. Kagam Bagra and Shri Tar Torum, Advocates as Special Public Prosecutors for conducting prosecution of the cases instituted by the Delhi Special Police Establishment (Central Bureau of Investigation) in the trial courts in the State of Arunachal Pradesh at Yupia and appeals, revisions or other matters arising out of these cases in any appellate or revisional court established by law for a period of three years or till further orders, whichever is earlier.

[F. No. 225/6/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 26 मार्च, 2025

का.आ. 621.—केन्द्रीय सरकार, भारतीय नागरिक सुरक्षा संहिता, 2023 (2023 का 46) की धारा 18 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री शैला कुमार भट, श्री कुलजीत सिंह पठानिया, श्री राकेश सिंह स्लादिया, श्री अंकुर राय और श्री भूपिंदर सिंह चरक, अधिवक्ताओं को दिल्ली विशेष पुलिस स्थापना (केन्द्रीय अन्वेषण ब्यूरो) द्वारा संस्थित मामलों में, जम्मू-कश्मीर संघ राज्यक्षेत्र के जम्मू में स्थित विचारण न्यायालय के समक्ष संस्थित किए गए मामलों में और विधि द्वारा स्थापित किसी अपीलीय या पुनरीक्षण न्यायालय में इन मामलों से उद्भूत अपील,

पुनरीक्षण या अन्य मामलों के अभियोजन का संचालन करने के लिए तीन वर्षों की अवधि के लिए अथवा अगले आदेश तक, जो भी पहले हो, विशेष लोक अभियोजक नियुक्त करती है।

[फा. सं. 225/4/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 26th March, 2025

S.O. 621.—In exercise of the powers conferred by sub-section (8) of section 18 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (46 of 2023), the Central Government hereby appoints Shri Shaila Kumar Bhat, Shri Kuljeet Singh Pathania, Shri Rakesh Singh Slathia, Shri Ankur Rai and Shri Bhupinder Singh Charak, Advocates as Special Public Prosecutors for conducting prosecution of the cases instituted by the Delhi Special Police Establishment (Central Bureau of Investigation) in the trial courts in the Union territory of Jammu and Kashmir at Jammu and appeals, revisions or other matters arising out of these cases in any appellate or revisional court established by law for a period of three years or till further orders, whichever is earlier.

[F. No. 225/4/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 4 अप्रैल, 2025

का.आ. 622.—केंद्रीय सरकार, भारतीय नागरिक सुरक्षा संहिता, 2023 (2023 का 46) की धारा 18 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री एस.वी. राजू, एडिशनल सॉलिसिटर जनरल को, अपील संख्या जीए 2/2025, केंद्रीय अन्वेषण ब्यूरो बनाम संजय रॉय (आर. जी. कर हॉस्पिटल में प्रशिक्षु चिकित्सक के बलात्संग और मृत्यु का मामला) के मामले में, केंद्रीय अन्वेषण ब्यूरो की ओर से माननीय कलकत्ता उच्च न्यायालय में और विधि द्वारा स्थापित किसी अपील या पुनरीक्षण न्यायालय में उक्त मामले से उद्भूत किसी अपील, पुनरीक्षण या अन्य मामले में प्रस्तुत होने के लिए, मामले का निपटान होने तक या अगले आदेश तक, इनमें से जो भी पूर्वतर हो, विशेष लोक अभियोजक के रूप में (तारीख 27.01.2025 से भूतलक्षी रूप से) नियुक्त करती है।

[फा. सं. 225/3/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 4th April, 2025

S.O. 622.—In exercise of the powers conferred by sub-section (8) of section 18 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (46 of 2023), the Central Government hereby appoints Shri S.V. Raju, Additional Solicitor General as Special Public Prosecutor (ex-post facto with effect from 27.01.2025) for appearing on behalf of Central Bureau of Investigation in Appeal number GA 2/2025, in the matter of Central Bureau of Investigation vs. Sanjay Roy (Rape and murder case of trainee doctor at R. G. Kar Hospital, Kolkata) in the Hon'ble High Court of Calcutta and any appeal, revision or other matters arising out of the said case in any appellate or revisional court established by law till the disposal of the case or until further orders, whichever is earlier.

[F. No. 225/3/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 9 अप्रैल, 2025

का.आ. 623.—केंद्रीय सरकार, भारतीय नागरिक सुरक्षा संहिता, 2023 (2023 का 46) की धारा 18 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री अनुज टंडन, श्री राहुल श्रीवास्तव और श्री आकाश प्रसाद अधिवक्ता को माननीय उच्च न्यायालय इलाहाबाद, इलाहाबाद और लखनऊ न्यायपीठ, लखनऊ के समक्ष दिल्ली विशेष पुलिस स्थापन (केंद्रीय अन्वेषण ब्यूरो) द्वारा अन्वेषण किए गए मामलों से उद्भूत अभियोजन, अपील, पुनरीक्षण और अन्य मामलों तथा उससे संबंधित या उसके आनुषंगिक मामलों का संचालन करने हेतु नियुक्ति की तारीख से तीन वर्ष की अवधि के लिए या अगले आदेश तक, इनमें से जो भी पहले हो, विशेष लोक अभियोजक नियुक्त करती है।

[फा. सं. 225/2/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 9th April, 2025

S.O. 623.—In exercise of the powers conferred by sub-section (8) of section 18 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (46 of 2023), the Central Government hereby appoints Shri Anuj Tandon, Shri Rahul Srivastava and Shri Akash Prasad, Advocates as Special Public Prosecutors for conducting the prosecution, appeals, revisions and other matters arising out of the cases instituted by the Delhi Special Police Establishment (Central Bureau of Investigation) before the Hon'ble High Court of Allahabad at Allahabad and Lucknow Bench, Lucknow for a period of three years from the date of their appointment or till further orders, whichever is earlier.

[F. No. 225/2/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 9 अप्रैल, 2025

का.आ. 624.—केंद्रीय सरकार, भारतीय नागरिक सुरक्षा संहिता, 2023 (2023 का 46) की धारा 18 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, सुश्री मनोरमा कुमारी, अधिवक्ता को माननीय गुवाहटी उच्च न्यायालय, के समक्ष दिल्ली विशेष पुलिस स्थापन (केंद्रीय अन्वेषण ब्यूरो) द्वारा संस्थित मामलों से उद्भूत अभियोजन, अपील, पुनरीक्षण और अन्य मामलों का संचालन करने हेतु नियुक्ति की तारीख से तीन वर्ष की अवधि के लिए या अगले आदेश तक, इनमें से जो भी पूर्वतर हो, विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[फा. सं. 225/7/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 9th April, 2025

S.O. 624.—In exercise of the powers conferred by sub-section (8) of section 18 of the Bharatiya Nagrik Suraksha Sanhita, 2023 (46 of 2023), the Central Government hereby appoints Ms. Manorama Kumari, Advocate as Special Public Prosecutor for conducting the prosecution, appeals, revisions and other matters arising out of the cases instituted by the Delhi Special Police Establishment (Central Bureau of Investigation), before the Hon'ble Gauhati High Court, Guwahati, for a period of three years from the date of her appointment or until further order, whichever is earlier.

[F. No. 225/7/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

संस्कृति मंत्रालय

नई दिल्ली, 17 अप्रैल, 2025

का.आ. 625.—केंद्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में संस्कृति मंत्रालय के अंतर्गत आने वाले निम्नलिखित कार्यालयों जिनमें 80 प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :-

1. इलाहाबाद संग्रहालय, प्रयागराज, उत्तर प्रदेश
2. नव नालन्दा महाविहार, नालन्दा, बिहार
3. केन्द्रीय हिमालयीय संस्कृति शिक्षण संस्थान, दाहूंग, अरुणाचल प्रदेश
4. अधीक्षण पुरातत्वविद् का कार्यालय, रांची मंडल, रांची, झारखंड
5. अधीक्षण पुरातत्वविद् का कार्यालय, जोधपुर मंडल, जोधपुर, राजस्थान
6. अधीक्षण पुरातत्वविद् का कार्यालय, झांसी मंडल, झांसी, उत्तर प्रदेश

7. कार्यालय अधीक्षण पुरातत्व रसायनज्ञ, भारतीय पुरातत्व सर्वेक्षण, विज्ञान शाखा, देहरादून
यह अधिसूचना राजपत्र में प्रकाशन की तारीख से प्रवृत्त होगी।

[फा. सं. ई.13016/1/2024-हिंदी]

डॉ. अरविन्द कुमार, संयुक्त सचिव

New Delhi, the 17th April, 2025

S.O. 625.— In pursuance of Sub-rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices under Ministry of Culture wherein more than 80% officers/staff have acquired working knowledge of Hindi :-

1. Allahabad Museum, Prayagraj, Uttar Pradesh
2. Nava Nalanda Mahavihara, Nalanda, Bihar
3. Central Institute for Himalayan Culture Education, Dahung, Arunachal Pradesh
4. Office of the Superintending Archaeologist, Ranchi Circle, Ranchi, Jharkhand
5. Office of the Superintending Archaeologist, Jodhpur Circle, Jodhpur, Rajasthan
6. Office of the Superintending Archaeologist, Jhansi Circle, Jhansi, Uttar Pradesh
7. Office of the Superintending Archaeological Chemist, Archaeological Survey of India, Science Branch, Dehradun

This notification shall come into force from the date of publication in the Official Gazette.

[F. No. E.13016/1/2024-Hindi]

Dr. ARVIND KUMAR, Jt. Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 23 सितम्बर, 2024

का.आ. 626.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. बी. एम. बी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह - श्रम न्यायालय नंबर II, चंडीगढ़ के पंचाट (संदर्भ संख्या 130/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29/08/2024 को प्राप्त हुआ था

[सं. एल - 23012/45/2004-आईआर (सी.एम. II)]

मणिकंदन. एन, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 23rd September, 2024

S.O. 626.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.130/2005) of the Central Government Industrial Tribunal-cum-Labour Court NO 2, Chandigarh as shown in the Annexure, in the industrial dispute between the Management of BBMB and their workmen, received by the Central Government on 29/08/2024.

[No. L-23012/45/2004- IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

Present: Mr. Kamal Kant, Presiding Officer

ID No. 130 /2005

Registered on:- 20.07.2005

Upender S/o Sh. Ram Singh, C/o Shri Hem Prabh S/o Sh. Bali Ram, R/o Village Bhayarta, P.O. Chanahan, Teh. & Distt. Mandi (HP).

.....Workman

Versus

1. Bhakra Beas management Board, Madhya Marg, Sector 19-B, Chandigarh through its Chairman.
2. The Chief Engineer, BSL Project Sundernagar Township, Distt. Mandi, (HP).

.....Respondents/Managements

AWARD**Passed on:- 15.07.2024**

Central Government vide Notification No.L-23012/45/2004-IR(CM-II), dated 07.07.2005, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the demand of Shri Upender for reinstatement in the services of BBMB, Sunder Nagar is legal and justified? If so, to what relief the concerned workman is entitled and from which date?

1. The brief facts, related to the case are that the construction of Beas Sutluj Link Project{hereinafter called as BSL(P)} started in the year 1962 under Beas Control Board, which was constituted on 10.02.1961 with its headquarter at Sundernagar and this project was under the control of Centre Government, who had been constructing, maintaining, operating and administrating it through various Boards in different phases. After passing of Pb. Re-Organisation Act, 1966(hereinafter called “Re-Organisation Act”) Beas Control Board was replaced by Beas Construction Board(hereinafter called as BCB). The workman was employed by Beas Construction Board in 1976. The workman who was employed in Beas Project(Unit-1) become the employee of Bhakra Beas Management Board(hereinafter called as BBMB) in pursuance of proviso (1) of Section 80(3) and Section 80(5) of Re-organisation Act and the workman become the employee of the Centre Government under the management of B.B.M.B. from 15.05.1976. The workman has completed 240 days in every calendar year and was not interrupted till his retrenchment. The employer made a bulk retrenchment of project employees in the year 1977 and 1978 and also in stages thereafter till 1984. The workman was also retrenched by the employer on 12.08.1977 on account of reduction in strength due to part completion of the BSL(P) and re-employment certificate was issued by the office of re-settlement B.S.L/B.B.M.B. Sundernagar for the re-employment of the retrenched workmen of B.S.L(P)(BBMB) in accordance with provision of the Act. After the retrenchment of the workman, thousands of other persons were appointed secretly by employer, violating Section 25-G and Section 25-H of the I.D. Act, 1947. The employer is also doing unfair labour practices as defined in Section 2(R)A of the ID Act. Management has also violated the provisions of Rules 77 and 78 of Industrial Dispute(Central) Rule, 1957(hereinafter called “The Industrial Rules”). By filling vacant posts, the employer declared some posts as surplus and retrenched the employees working on those posts.

2. It is also maintained that the present workman and other workmen have filed a Civil Writ Petition No.403/1996, titled as Sant Ram and 87 others Vs. BBMB in the Hon’ble High Court of Shimla for their re-employment and in the said writ petition management filed reply dated 16.04.1996 by way of affidavit and admitted that retrenched workmen are employee of BBMB. The workmen have then withdrew the writ petition and filed civil suits for declaring them as a retrenched workmen of BBMB before the Sub-Judge, 1st Class, Sunder Nagar, Distt. Mandi(HP), on 21.01.1997 and later on those suits were decided on 05.07.2002 and all plaints were returned to the workmen to be filed before the competent authority on the basis of which the present proceedings were initiated after referring of the dispute of workman from the Ministry of Labour on 07.07.2005. Thereafter, management filed writ petition before the Hon’ble Punjab & Haryana High Court against the order of Ministry on 07.07.2005 and the same was dismissed on 07.05.2007 and Special Leave Petition filed bearing nos.16939-17007 of 2007 in Hon’ble Supreme Court of India by the management was also dismissed on 08.07.2014. It is therefore, prayed that the claim petition of the workman may kindly be allowed and workman be continued in the service of the management and be regularized and further be given all the consequential benefits.

3. Management filed written statement, alleging therein that workman is Ex-work charged employee of Beas Construction Board, which was constituted under Section 80(1) of the Re-organisation Act. The workman was retrenched after completion of the work of BCB in the year 1977. The workman was paid terminal benefits i.e. retrenchment compensation, gratuity, ex-gratia amount on account of his retrenchment from BCB as per provisions of ID Act. It is further maintained that BCB and present management are two distinct and separate entities. It is also maintained that construction of Beas Project was undertaken by the Punjab Govt. Irrigation Department prior to the re-organisation of the erstwhile State of Punjab on 01.01.1966. After re-organisation the work of BSL(P) was taken over by the Central Govt. on behalf of partner states of Punjab, Haryana and Rajasthan. The Central Govt. constituted BCB under Section 80(5) of the Re-organisation Act and further stipulated that any component of Beas Project in relation to which the construction has been completed be transferred by the Central Govt. to Bhakra Management Board(hereinafter called as BMB) constituted under Section 79(1) of the Re-organisation Act. It is further stated under Section 80(5) of the Re-organisation Act that BMB would be re-named as BBMB when any component of Beas Project was transferred under Section 80(6) of the Re-organisation Act. The workman was employed by the BCB. Thus, the workman never remained the employee of management. However, it is stated that 1093 work-charged and

12 contingent paid employees of Beas Project were sent on job order basis to Ranjit Sagar Dam, Punjab. They were taken over by the management under the benevolent policy of the Central Govt. as Central Govt. had given directions to BBMB to absorb these employees. The remaining work-charged employees were not entitled for the said benefit. Even work-charged employees of the BCB had filed a petition in the Hon'ble Supreme Court of India, titled as **Jaswant Singh and another Vs. Union of India & Anr., 1979 SCC 440**, in which their claim for absorbing them in BBMB is not granted instead their retrenchment from BCB was upheld. Remaining averments have been denied and it is stated that the claim of the workman is hopelessly time barred and the workman has no legal enforceable right to claim employment in BBMB. It is prayed that claim be dismissed.

4. A replication was also filed by workman contravening the facts taken in written statement as reiterating the facts as stated in claim petition.

5. Parties were given opportunity to lead evidence.

6. The workman has examined himself as WW1 and filed his affidavit in evidence as Ex.WW1/A.

7. The management has filed affidavit of N.M. Jain, Sub-Divisional Officer, Sub- Division BBMB Sunder Nagar, who filed his affidavit in evidence as Ex.MW1/A and has been cross-examined by the learned counsel of workman.

8. While arguing the case, learned Law Officer for the management contended that initially Beas Control Board was constituted in the year 1960. BCB was constituted in the year 1966 and all the projects were transferred from Beas Control Board to BCB in the year 1966 thereafter as per Section 79 of the Punjab Re-organisation Act, BMB was constituted for administrative, maintenance and operation of various works as mentioned in Section 79 itself. Section 80(6) of the Punjab Re-organisation Act provides that BMB constituted under Section 79 of the Act shall be re-named as BBMB when any of the components of the Beas Project has been transferred under sub-section 5 and the BCB shall cease to exist when all the component of the Beas Project have been so transferred. All the projects under BCB were completed in the year 1984 and BCB ceased to exist in 1984. Present workman was employed as work charged employee 1976 and was retrenched on 12.08.1977. All similar work charged employees including the present workman was engaged by the BCB which ceased to exist in the year 1984 therefore, the workmen cannot be termed as the employees of the BBMB because there does not exist BCB which was his parent department. Moreover, the Hon'ble Supreme Court in the case titled as **Jaswant Singh and another Vs. Union of India & Anr., 1979 SCC 440** has held that work charged employees were bound by the settlement dated June 28, 1977 effected by the management and also by the award 2-C of the year 1971 before Sh. H.R. Sodhi, Presiding Officer, CGIT-Chandigarh between workman and employees of the Beas Construction Board, Sunder Nagar and published in the gazette on 15.06.1974 of the Govt. of India.

9. So far as the claim of the workman regarding re-employment after retrenchment on 12.08.1977 is concerned, workman was not entitled for re-instatement as in a case under reference no.2-C of 1971 decided by Sh. H.R. Sodhi, the then Presiding Officer, CGIT-Chandigarh, it was held that management in order to establish an industrial peace and to secure the work charge employees after completing the work can engage after completion of project at any time within 6 months for the maintenance of staff for project of any work if it is required to those work charged employees in order to seniority who have put 10 years of service. The relevant portion of para is reproduced as below:

"It is accordingly, directed that at the time of completion of the Project or at any other time within six months thereof for the maintenance staff for the Project or any of its Works if it is required to be recruited or transferred from any department of the State Governments or of the Central Government, the offer shall first be made to the work-charged employees in order of their seniority who have put in 10 years' continuous service or more under the Board in that category or trade where the vacancy occurs subject to the medical fitness of such workmen. The scale of wages as applicable to the workmen will not, however, be disturbed to their prejudice nor their continuity of service affected."

10. Because the present workman had not completed 10 years of service so he is not entitled for re-employment. Learned representative for the management further contended that in this case workman was retrenched on 12.08.1977 after receiving due retrenchment compensation etc. and now he is claiming re-employment under Section 25-H of the Act and his claim is hopelessly time barred as he has filed the present claim petition on 20.07.2005. To support this view he has placed reliance in the case titled as **Chief Engineer Ranjit Sagar Dam & Anr. Vs. Sham Lal, AIR 2006, Supreme Court 2682**, wherein in identical matters Court has not entertained writ petition due to inordinate delay. In the present case there is a delay of about 27 years. He also relied upon the case titled as **Ram Chand Vs. The BBMB and another, CWP no.2787 of 2018, decided on 03.12.2018**(Annexure R-4) where the Hon'ble Himachal Pradesh High Court has held that dispute if any ought to be raised within a reasonable period as the ID Act does not prescribed time limit for referring such dispute. In the present case workman was engaged as Beldar in the year 1976 and was discharged on 12.08.1977 and he has sought re-employment after 29 years which was held to be highly time barred. Thus, he contended that claim of workman is time barred. Workman was discharged on 12.08.1977 and thereafter he filed present claim before the Labour Conciliation Officer on 30.11.2005.

11. While arguing the case, learned AR for the workman contended that in this case workman was discharged on 12.08.1977 due to reduction in strength and he was issued discharge certificate by Sub Divisional Officer, BBMB Sundernagar. He referred to Section 25-H of the ID Act which provides re-employment of retrenched workman. He further has drawn the attention of the Court towards the statement of the workman. He was required to be adjust in view of under Section 25-G of the Act by the management Discharge Certificate was issued by the Management. He was not given any employment. While arguing further, learned AR for the workman referred to Rule 77 and 78 of the Industrial Dispute Central Rule 1957(hereinafter called Industrial Rule). Rule 77 provides maintenance of seniority list of workman and it states that before any worker is retrenched the appellant-establishment is required to place on the notice board the seniority list of all the workmen who were to be retrenched but nothing has been done in this regard before retrenchment of the present worker. She also referred to Rule 78 which provides that as and when any vacancy incurred then retrenched workmen were required to be given registered notice but nothing was done by the management. Moreover, question of limitation does not arise as no limitation period has been prescribed under the Act for seeking relief under Clause (d) of Sub-Section (1) of Section 10 of the ID Act. Learned AR for the workman further contended that even reference made by the Government dated 07.07.2005 was challenged by the management in the Hon'ble Punjab & Haryana High Court vide Writ Petition No.3100 of 2006 and their writ petition was dismissed by the Hon'ble High Court on 07.05.2007. Even SLP filed against the order dated 07.05.2007 was upheld by the Hon'ble Supreme Court in SLP No.16979/2007 dated 08.07.2014.

12. I have given due consideration to the arguments advanced by the learned AR for the workman and also for the management.

13. The management relied upon mainly in this case on the case titled as *Jaswant Singh and another(supra)*, which is very material for decision of this case. The said judgment deals with two types of petitioners. First type of petitioners were employed by the BCB on purely temporary basis and they had also given written undertaking confirming the term of their appointment. The BCB appointed the first type of petitioners on ad hoc basis with a clear understanding that they will have no right to be retained in service after the completion of the Beas Project. They are Engineers, Section Officer, Accounts Clerk, Teacher etc. and they have claimed their parity with other employees who belonged to the services of the Punjab, Haryana and Rajasthan Governments and who were serving on deputation in connection with the works of the BhakraNangal Scheme.

14. In respect of these employees, it was held as follow:-

"To sum up, we are of the opinion that the petitioners are employees of the Central Government. Their conditions of service will be primarily governed by the terms of their appointment but, if they are entitled to the benefit of any of the rules of the Central Civil Services (Temporary Service) Rules 1965, they may make representations in that behalf to the appropriate authorities. It is, however, not possible for this Court to grant to the petitioners any of the reliefs claimed by them as arising out of the provisions of the aforesaid rules, including the relief by way of a declaration that they shall be deemed to be in quasi- permanent service under rule 3. We are further of the opinion that the petitioners have no right to be transferred to the services of the Bhakra Management Board, now re-named as the Bhakra Beas Management Board. Lastly, the proposed retrenchment of the petitioners does not offend against the guarantee of equality contained in articles 14 and 16 of the Constitution, since the petitioners and the Deputationists belong to two different and distinct classes."

15. As regards, second type of employees i.e. work charged employees the judgment deals in Para 41, 42, 43, 44, 45, 46 and 47 which read as follow:-

"41. A work-charged establishment broadly means an establishment of which the expenses, including the wages and allowances of the staff, are chargeable to "works". The pay and allowances of employees who are borne on a work-charged establishment are generally shown as a separate sub-head of the estimated cost of the work.

42. The entire strength of labour employed for the purposes of the Beas Project was work-charged. The work-charged employees are engaged on a temporary basis and their appointments are made for the execution of a specified work. From the very nature of their employment, their services automatically come to an end on the completion of the works for the sole purpose of which they are employed. They do not get any relief under the Payment of Gratuity Act nor do they receive any retrenchment benefits or any benefits under the Employees State Insurance Schemes.

43. But though the work-charged employees are denied these benefits, they are industrial workers and are entitled to the benefits of the provisions contained in the Industrial Disputes Act. Their rights flow from that special enactment under which even contracts of employment are open to adjustment⁹ and modification. The work-charged employees, therefore, are in a better position than temporary servant like the other petitioners who are liable to be thrown out of employment without any kind of compensatory benefits.

44. The record of Writ Petition No. 4505 of 1978 shows that offers of alternative employment were made to the work- charged employees and many of them have accepted those offers. The rule of 'last come, first go'

has also been consistently adopted while retrenching the work-charged employees. In fact the work-charged employees possess a unique right as industrial employees since, by reason of section 25J(1) of the Industrial Disputes Act, the provisions of Chapter VA, "Lay-off and Retrenchment", have effect notwithstanding anything inconsistent therewith contained in any other law including standing orders made under the Industrial Employment (Standing orders) Act, 1946.

45. There were in all about 36000 work-charged employees working on the Beas Project. Out of them, about 26000 have already accepted retrenchment compensation under the settlement arrived between the workmen and the management in the conciliation proceedings held by the Regional Labour Commissioner (Central), New Delhi, under section 12 of the Industrial Disputes Act, 1947. All the 12 unions of which the work-charged employees are members were parties to the said conciliation proceedings. By reason of section 18(3)(d) of the Industrial Disputes Act, a settlement arrived at in the course of a conciliation proceeding is binding on all persons who were employed in the establishment to which the dispute relates, whether they were employed on the date of the dispute or subsequently. In Ramnagar Cane and Sugar Co. Ltd. v. JatinChakravorty and ors., it was held by this Court that it is not even necessary, in order to bind the work men to the settlement arrived at before the conciliator, to show that they belonged to the union which took part in the conciliation proceedings, since the policy underlying section 18 of the Act is to give an extended operation to such settlements. In the instant case, all the 12 unions which represented the workmen on the work-charged establishment were parties to the conciliation proceedings. The settlement will therefore bind all the work-charged employees.

46. Apart from the settlement in the conciliation proceedings, an award was made by the Industrial Tribunal, Central, Chandigarh, in Reference No. 2-C of 1971, in an industrial dispute between the work-charged employees of the Beas-Sutlej Link Project, Sundernagar, with which we are concerned, and the management. Under that award, as stated in the award itself, a consent formula was evolved to which the workmen "virtually agreed". The benefits which flow- to the work- charged employees under the aforesaid award dated May 15, 1974, have been accepted by almost all the work- charged employees, involving a burden of about Rs. 3 crores on the employers.

47. Since the work-charged employees are bound by the settlement dated June 28, 1977 effected between them and the management in the conciliation proceedings and since they are also bound by and have accepted benefits under the consent award dated May 15, 1974 they are not entitled to any rights apart from those flowing from the aforesaid settlement and the Award. SLP No.1246 of 1979 which is filed to challenge the Award and C.M.P. No.2077 of 1979 which is filed for condonation of the delay of over four and half years caused in filing the SLP shall have to be dismissed."

16. Thus, from the above observation of Supreme Court it is clear that work charged employees are engaged on a temporary basis and their appointments are made for the specified work and their service comes to an end on the completion of work for the sole purpose of which they are employed.

17. Para 43 provides that work charged employees are industrial worker and entitled to the benefit of the provisions contained under the Industrial Disputes Act. Their rights flow from that special enactment under which even contracts of employment are open to adjustment and modification. Para 45 as reproduced above further provides that in the conciliation proceeding it has been held that there were about 36000 work charged employees working on Beas Project out of them 26000 has already accepted retrenchment compensation under the settlement arrived between the workmen and the management in the conciliation proceedings held by the Regional Labour Commissioner(Central), New Delhi under Section 12 of the ID Act. The said settlement is binding on all the work charge employees who are working in the establishment to which the dispute relates. In para 46 it is further stated that apart from the settlement in the conciliation proceeding an award was made by the CGIT Chandigarh in reference no.2-C in an industrial dispute between the work charged employee of the Beas Sutlej Project, Sundernagar with which we are concerned and the management. A consent formula was evolved to which the workmen virtually agreed. In the last para 47 itself specifically stated that work charged employees are bound by the settlement and award May 15, 1974 and they were entitled to rights those flowing from the settlement and award.

18. So far as the settlement executed between the work charged employees and management through unions, the same has not been produced by the management despite opportunity was given to file the same. Thus, adverse inference can be drawn against them. To support this view, reliance can be placed to the judgment of Hon'ble Punjab & Haryana High Court in case held as 2001(3) RSJ 382 Ambika Parashad Versus Punjab Urban Planning and Development Authority Chandigarh and Another wherein it has been held "that respondent has not produced record in the Labour Court to prove that Workman has not completed 240 days of service though application was submitted by the Workman for production of record held that a person in possession of the best evidence has to produce the same, otherwise adverse inference can be drawn against the said party". In this case also as per order dated 01.05.2024 of this Tribunal. Respondent were asked to produce the settlement arrived between the 12 union of the work charged employee and management under Section 12 of ID Act before the Regional Labour Commissioner, New Delhi and all the work charged employee were bound by the said settlement. However,

despite of availing 2-3 opportunities i.e. 20.05.2024, 20.06.2024 and 09.07.2024 the said policy was not produced and as such adverse inference can be drawn against the management in view of the above law.

19. As regards award passed by Central Govt. Industrial Tribunal, Chandigarh, the relevant claim of the work charged employees was regarding their regularization services and the finding given by the Tribunal is as follow:-

“Regulation of Services of the workcharged employees.

It is an un-disputed fact that the entire strength of labour as employed in the Project is workcharged. The institution of workcharged establishment is not only necessary but sometime unavoidable. These workmen are engaged on temporary basis and their services are utilized for the execution of a specified work for which they may be suited. From the very nature of employment the services of such workman automatically come to an end on the completion of the work. A workcharged employee does not get any relief under the Payment of Gratuity Act nor is he benefitted by the employees state Insurance Scheme. He does not indeed enjoy any retiral benefits. Before partition of the country in 1947 it was not usual to have project, construction of which required a number of years to complete but after constituting ourselves into a democratic Republic and the Government having taken in hand five year plans for development of the country there are various schemes involving the construction of works for a period extending over several years as is the case of the instant Project. It commenced in 1962 and more than 12 years having passed the completion might take another few years. In such situation it seems reasonable and fair that a workman who has, like a regular employee, spent the part of his life ranging from 5-10 years upto 20 year, should not be thrown on the road and must be assured some benefits as are available to regular staff. The other aspect of the matter is that the employer could not compelled to retain workcharged employees after the work for which the latter had been engaged is completed, as after all, he was employed before a particular job and the employer, be it the Government or any of its public undertakings, cannot taken upon itself the responsibility of that workman for all time to come. It can be well argued that such a workmen should feel happy and content that instead of remaining un-employed be got employment for a long time.

To assure Industrial peace and economic justice to such class of workmen some balance has in my opinion to be struck between the two extremes. It is the duty of the State under the Directive Principles enunciated in part 4 of the constitution to secure and protect that social order in which justice, social and economic could be had by all institutions of national life. I feel that it is equally the duty of an adjudicator of industrial disputes charged with the duty of administering social justice to be guided by the fundamentals contained in this chapter though he has to bear in mind the limits of the economic capacity of the employer and Endeavour must have ever be made to secure work for every citizen do in our present economy. It is not possible to immediately achieve that object. The workman employed by the respondent management are drawn from different states out of which I am informed about 8/10 thousands are from Punjab about 22000 from Himachal Pradesh and the remaining from the states of Rajasthan and Haryana. Some of the workmen are from U.P and Bihar and a handful from Kerala. The board has by and large been consistently following the Punjab pattern in the matter of wage structure, revision thereof from time to time and grant of dearness allowance. It is only with regard to categories not appearing in the common Schedule of Rates prepared by the erstwhile United State of Punjab that the board took its independence decisions on the recommendations of its own standing committee. Even Himachal Pradesh Government generally followed the Punjab policy. The state government of Punjab in its wisdom, and I should say rightly has declared that the services of work charged employees in building and roads branch who had worked for 10 years or more would stand regularized in the sense that the workmen would be treated at par with those in the regular service of the state government. The benefit of this announcement was afterwards extended to the employees of its irrigation branch as well as the workman who held from Punjab continue to stay in their parents state the services of those who had put in 10 years or more would have been regularized the respondent management too in pursuance of its policy to follow the Punjab pattern might have regularized the services of at least of those workmen who had come from Punjab but any such course would have created awkward situation as the workmen from other States could not be discriminated in this respect. Moreover financial implications and other complications are involved.

In such circumstances stated above I would have directed that the services of those of the workman who have been continuously employed for more than 10 years should be regularized. But the other problems arising from such a direction including financial impact on the employer cannot be lost sight of The Central Government through the board is only managing on behalf of the state of Punjab, Rajasthan Haryana and Himachal Pradesh who are partners in the venture. Several aspects of the question were discussed with the workmen and the management in the course of arguments and a formula evolved to which the workman virtually agreed and I feel that such a solution as stated hereunder is quite just to all the parties provided it is work out, honestly stated. No doubt, what is referred to me is the matter of regularization of the services of work charge employees, but the directions that I am issuing in my opinion, amount to only granting lesser relief than claimed by the workmen. The management can also have no grievance if it wants industrial peace and is anxious to secure employment to the work-charged employees after the completion of the work. It is

accordingly, directed that at the time of completion of the Project or at any other time within six months thereof for the maintenance staff for the Project or any of its Works if it is required to be recruited or transferred from any department of the State Governments or of the Central Government, the offer shall first be made to the work-charged employees in order of their seniority who have put in 10 years' continuous service or more under the Board in that category or trade where the vacancy occurs subject to the medical fitness of such workmen. The scale of wages as applicable to the workmen will not, however, be disturbed to their prejudice nor their continuity of service affected. The workmen have expressed an apprehension that near the completion of the Project trades of some of them might be changed so that it could be said that a suitable workman needed for a particular job was not available and an outsider was therefore necessary to be employed. To protect the workmen against this possible denial of their rights it is further directed that category or trade of no workman shall be changed within one year preceding the completion of the Project without his consent in writing and that if any such change without consent is made it will have no consequence inasmuch as such a workman will be entitled to the job of his earlier trade provided the vacancy relates to that trade. As regards those of the workmen who cannot be absorbed on the regular maintenance staff. I have no reason to doubt that the State Government who are beneficiaries under the Project and also the Central Government will make every reasonable effort to get them re-employed at any other Project or work whether in any one of these States or in any other part of the country where there is a need for workmen of those trades."

20. A perusal of aforesaid findings made it ample clear that the order has been passed by the then learned Presiding Officer, CGIT, Chandigarh to maintain industrial peace and to secure employment to the work charged employees after the completion of the work and it was also held by the learned CGIT that State Govt. who are beneficiary under the project and the Central Govt. will make every reasonable effort to get those workmen re-employed at any other project or work whether in any one of these States or in any other part of the country where there is a need of workmen of those trades.

21. Admittedly, in this case, no effort was made by the respondent to give any employment after the retrenchment of the workmen and even there is non-compliance of Rules 77 and 78 of Industrial Rules. The same are reproduced below:

77. Maintenance of seniority list of workmen. -The employer shall prepare a list of all workmen in the particular category from which retrenchment is contemplated to be arranged according to the seniority of their service in that category and cause a copy thereof to be pasted on a notice board in a conspicuous place in the premises of the industrial establishment at least seven days before the actual date of retrenchment.

78. Re-employment of retrenched workmen. - (1) At least ten days before the date on which vacancies are to be filled, the employer shall arrange for the display on a notice board in a conspicuous place in the premises of the industrial establishment details of those vacancies and shall also give intimation of those vacancies by registered post to every one of all the retrenched workmen eligible to be considered therefor, to the address given by him at the time of retrenchment or at any time thereafter:

Provided that where the number of such vacancies is less than the number of retrenched workmen, it shall be sufficient if intimation is given by the employer individually to the senior-most retrenched workmen in the list referred to in rule 77 the number of such senior-most workmen being double the number of such vacancies:

Provided further that where the vacancy is of a duration of less than one month there shall be no obligation on the employer to send intimation of such vacancy to individual retrenched workmen:

Provided also that if a retrenched workman, without sufficient cause being shown in writing to the employer, does not offer himself for re-employment on the date or dates specified in the intimation sent to him by the employer under this sub-rule, the employer may not intimate to him the vacancies that may be filled on any subsequent occasion.]

(2) Immediately after complying with the provisions of sub-rule (1), the employer shall also inform the trade unions connected with the industrial establishment, of the number of vacancies to be filled and names of the retrenched workmen to whom intimation has been sent under that sub-rule:

Provided that the provisions of this sub-rule need not be complied with by the employer in any case where an intimation is sent to every one of the workmen mentioned in the list prepared under rule 77.

22. However, the present work charged employee and other work-charged employees have been retrenched long back and even at the stage it is impossible to re-employe them. However, certainly in respect of workcharged employees present Respondent was directed by the Hon'ble Supreme Court in Judgment of Jaswant Singh (Supra) to give benefits in terms of settlement and award dated 15.05.1974. The main purpose of Hon'ble Supreme Court and Ld. CGIT Chandigarh was to rehabilitate to some extent the work charged employees and restore peace and congenial atmosphere that is why Ld. CGIT Chandigarh had given directions to all state to re-employe them. Thus, it does not lie in the mouth of present Respondent that no relief can be granted against present Respondent as petitioners are not their employees.

A. So far as this argument of Ld. AR of the management that those work charged employees only who have completed 10 years of service were required to be adjusted within 6 months from their retrenchment is concerned, the same is devoid of merit as no effort was made by the management to adjust the work charged employees. Moreover, no documentary evidence has been produced that any effort was made to adjust the workman after his retrenchment. Further, Ld. CGIT Chandigarh in its last lines concluded as under:-

“As regards those of the workmen who cannot be absorbed on the regular maintenance staff. I have no reason to doubt that the State Government who are beneficiaries under the Project and also the Central Government will make every reasonable effort to get them re-employed at any other Project or work whether in any one of these states or in any other part of the country where there is a need of workmen of those trades”

Nothing has come on record that above directions were complied with.

23. Moreover, in the absence of production of settlement between work charged employees and management, it cannot be interfered what were the terms and conditions in the said settlement. Further, CGIT Chandigarh has fixed ten years time and accrual of vacancy within six months keeping in view the facts and circumstances of the case and has evolved his own formula to bring peace and harmony between work charged employees and management but it cannot be said to be a universal policy in the absence of production of settlement between work charged employees and management. However, no effort was made to adjust the petitioners in view of order of CGIT.

24. As regard, this contention of learned AR of management that petitioners were not the employees of the BBMB but were the employees of BCB, the same is devoid of merit as Discharge certificate was issued by the BBMB. Moreover, as per respondent Beas Control Board was constituted in the year 1960. BCB was constituted in the year 1966 and all the projects were transferred from Beas Control Board to BCB in the year 1966 thereafter as per Section 79 of the Punjab Re-organisation Act, BMB was constituted for administrative, maintenance and operation of various works as mentioned in Section 79 itself. Section 80(6) of the Punjab Re-organisation Act provides that BMB constituted under Section 79 of the Act shall be re-named as BBMB when any of the components of the Beas Project has been transferred under sub-section 5 and the BCB shall cease to exist when all the component of the Beas Project have been so transferred. All the projects under BCB were completed in the year 1984 and BCB ceased to exist in 1984. When all work of BCB stands transferred to BBMB so it cannot be said that BBMB is separate identity than BCB. Rather BCB has merged in BBMB. Moreover, Hon'ble Supreme Court in Jaswant Singh case(supra) in respect of work charged employees has nowhere stated that relief can be sought by work charged employees only against the BCB. So contention of Ld. AR of the management that BCB and BBMB are two separate entities is devoid of merit.

25. So far this argument of Law Officer for the respondent that the case is hopelessly time barred is concerned, the same is again devoid of merits as there was non-compliance of Rule 77 and 78 of Industrial Rules which has been reproduced above. Moreover, there is no limitation period prescribed for filing a reference. Moreover, reference was received in the year 2005 and thereafter, several rounds of litigations have taken place. So far as case laws on the point of limitation the same are not attracted in the present case as there was no compliance of Judgment of Jawant Singh case (Supra).

26. However, it is added that workman was allowed terminal benefits as admitted by him. Moreover, it is also not case of the petitioner that there is breach of Section 25 F of the Act.

27. Further, there was non-compliance of Jaswant Singh Case (Supra), Reference No.2C of 1971 and Rule 77 & 78 of Industrial Rules and in this case it would be highly difficult to re-employ the workman. The only remedy left is to compensate the workman in term of money.

28. Keeping in view the fact and circumstances of the present case and other connected case of similar nature the following scheme of compensation is deemed fit by this Tribunal:

- i. Work charged employee who has completed 5 years of service shall be entitled for Rs.50,000/- along with interest @9% per annum as compensation from the date of moving of application till the realization of amount.
- ii. Work charged employee who has completed less than 5 years but more than 1 year would be entitled Rs.25,000/- along with interest @9% per annum from the date of moving of application till the realization of amount.
- iii. Those employees who have not completed 1 year will not be entitled for any compensation in the present case.

The present work charged workman claimed that he was employed in 1976 and was retrenched on 12.08.1977. There is no denial of this fact in the written statement. Hence, the statement of workman can be relied upon and it is held that he worked for 1976 to 12.08.1977 for about 1 year. He is entitled of Rs.25,000/- along with interest @9% per annum from the date of moving the application till its realization.

29. The reference is answered accordingly and stands disposed off.

30. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2025

का.आ. 627.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंधक, मैसर्स. सहकार ग्लोबल लिमिटेड, मोटो, खुर्दा; परियोजना निदेशक, भारतीय राष्ट्रीय राजमार्ग प्राधिकरण, नयापल्ली, भुवनेश्वर, के प्रबंधन के संबद्ध नियोजकों और श्री सुस्मिता कुमार बलियार सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर पंचाट (संदर्भ संख्या 27/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 07.04.2025 को प्राप्त हुआ था।

[सं. एल - 42025-07-2025-82-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 7th April, 2025

S.O. 627.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 27/2018) of the **Central Government Industrial Tribunal cum Labour-Bhubaneswar**, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Manager, M/s. Sahakar Global Ltd., Motto, Khurda; The Project Director, National Highways Authority of India, Nayapalli, Bhubaneswar, and Shri Susmita Kumar Baliar Singh, Worker, which was received along with soft copy of the award by the Central Government on 07.04.2025.

[No. L-42025-07-2025-82- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 27/2018

Filed under Section 2-A(2) of the I.D. Act

Date of Passing Order – 29th October, 2024

Between :-

Sri Susmita Kumar Baliarsingh,
At Narasinghprasad, P.O., Ramachandi,
P.S. Khurda Sadar,
Dist. Khurda

... Applicant-Workman.

(And)

1. The Manager, M/s. Sahakar Global Ltd.,
At. Godipada Tool Plaza, P.O. Motto,
P.S. Jankia, Dist. Khurda – 752 020
2. The Project Director,
National Highway Authority of India,
Setu Bhawan, Nayapalli, Bhubaneswar

... 1st Party-Managements.

Appearances:

Susmita Kr. Baliarsingh.	...	For Himself
	...	Applicant
Sri Sajjal Kumar Bose.	...	For the Management No. 1
None	...	For the Mgt. No. 2 & 3

ORDER

This is an application of applicant-workman filed under section 2-A(2) of the Industrial Disputes Act (hereinafter referred as an "Act").

2. The case of the 2nd party-workman in brief is as follows:-

That he was engaged as Tool Fees Collector under the Management No. 2 through different contractors from 08.11.2014 and continued to work till 03.06.2017 continuously and uninterruptedly. He was receiving Rs. 9,300/- as wages per months which was less than the Minimum wages fixed by the Government of India from time to time. After extending such a long period of service to the managements, they (Management) suddenly terminated his services with effect from 03.06.2017 without paying any terminal benefits such as retrenchment benefits and notice pay, in an illegal, unjustified and arbitrary manner adopting unfair labour practice. The Managements have not followed the provisions of Section 25-F, 25-G and 25-H of the Act while refusing employment to the workman which is illegal, unfair and unjust.

The 2nd Party-Workmen raised the dispute before the conciliation authorities to get his legitimate claim and on completion of statutory 45 days of conciliation proceeding the 2nd party-workman has filed statement of claim invoking amended act under section 2-A(2) of the I.D. Act for adjudication.

The 2nd party-workman has prayed to pass an award in his favour.

3. On the other hand, Management No. 2 has appeared and filed written statement rebutting the stand taken by the 2nd party-workmen.

The case of the Management No. 2 is that the 2nd party-workman was not engaged by the Management No. 2 rather he was engaged by the Management No. 1- Agency for collection of toll fees at different toll gates are selected through open tender. Engagement of workmen are within the domain of the agency concerned. The only responsibility of the Management No. 2 to see that the workers engaged by the Management No. 1 are paid minimum wages and EPF dues and ESI deductions. The Collecting Agent is engaged through open tender for a period of one year and person engaged by the collection agency are to continue till continuance of the agreement with the agency and the Management no. 2 is no connected with the terms and conditions of engagement of that person by the agency.

The Management No. 2 has prayed to reject/dismiss the application filed by the applicant and to pass an order in their favour.

4. Further the Managements No. 1 (M/s. Sahakar Global Ltd.) initially neither appeared nor filed its Written Statement in this case in spite of several opportunities given to it. Due to non-appearance of the Management No. 1 order of setting exparte was passed against it on 6.6.2018. Thereafter, the Management no. 1 has moved a petition for recall the order of exparte passed against it and the said petition was allowed on 29.01.2024.

5. However, during the course of adjudication, both the 2nd Party-Workman and the 1st Party-Management No. 1 have settled the present dispute out of court and filed original copy of their Memorandum of Settlement in Form-H containing certain terms & conditions as agreed between them in this dispute. Submitting their Memorandum of Settlement, both parties have prayed the Tribunal to close this case in terms of the settlement arrived at between them. The terms of Memorandum of Settlement executed between Sri Susmita Kumar Baliarsingh (2nd Party Workman) and Sri Sajal Kumar Bose (Authorised representative of the 1st Party Management No. 1 are as under.

"1. It is agreed between the parties that the workman shall withdraw the present I.D. Case against the Contractor Management No. 1 upon receipt of a sum of Rs. 80,000/- (Rupees Eighty Thousand only) as full and final settlement.

2. The workman affirms and acknowledges the receipt of the payment of Rs. 80,000/- and agrees to withdraw the present proceedings. He was also expressly waives any and all future claims or demands against the contractor, Management no. 1

3. The settlement is reached out of good will and volition of parties."

6. Considering the facts and circumstance and the submissions of the stake holders of this case, the Tribunal is of the opinion that whatever dispute was existing between the 2nd Party-Workmen and the 1st Party-Managements, the

same have already been settled and no further adjudication is required under the Act.

7. Hence this order is passed in terms of the Memorandum of Settlement arrived at between the 2nd Party-Workman and the 1st Party-Management No. 1. The Memorandum of Settlement filed by the parties in this case forms part of the order.

8. This is the Order of this Tribunal.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 9 अप्रैल, 2025

का.आ. 628.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार किंग सिक्योरिटी गार्ड सर्विस प्राइवेट लिमिटेड, जबलपुर, म.प्र., प्रबंधन के संबद्ध नियोजकों और श्री विकास कुमार इंगले, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, जबलपुर पंचाट (संदर्भ संख्या आईडी नंबर सीजीआईटी/एल/आर/09/2024, को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 09.04.2025 को प्राप्त हुआ था।

[सं. एल - 42025-07-20258-94-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 9th April, 2025

S.O. 628.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. ID.No. CGIT/LC/R/09/2024), of the Central Government Industrial Tribunal cum Labour Court, Jabalpur as shown in the Annexure, in the Industrial dispute between the employers in relation to The King Security Guard Service Private Ltd., Jabalpur, M.P, and Shir Vikas Kumar Ingle, Worker, which was received along with soft copy of the award by the Central Government on 08.04.2025,

[No. L-42025-07-20258-94- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/09/2024

Present: P. K. Srivastava

H.J.S.(Retd.)

Shir Vikas Kumar Ingle,

3/85, Ward No. 79, Piparia Khamaria,

Jabalpur, M.P - 482005

Workman

Versus

The King Security Guard Service Private Ltd.,

Jabalpur, M.P - 482005

Management

AWARD

(Passed on this 06th day of March-2025.)

As per letter dated 18/12/2023 by the Government of India, Ministry of Labour and Employment, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number J-8(4)/2023-ALC dt. 18/12/2023. The dispute under reference related to :-

“Whether the action of the Contractor King Security Guard Service Pvt. Ltd. to terminate the services of the workman Shri Vrkas Kumar Ingle is valid ? If not what relief the workman is entitled for ? ”

After registering the case on reference received, notices were sent to the parties and were duly served on them. Time was allotted to the workman to submit his statement of claim. In spite of the allotment of time and service of notice, the workman never turned up and submitted his statement of claim. Management also did not file its written statement of claim/ defence. No evidence was ever produced by any of the parties in this Tribunal.

The Initial burden to prove his claim is on the workman. Since the workman did not file any pleading nor did he file any evidence, in the absence of any evidence in support of holding the claim of the workman not proved, the reference deserves to be answered against the workman and is answered accordingly.

AWARD

In the light of this factual backdrop, holding that the claim of the workman is not proved, the reference deserves to be answered against the Workman and is answered accordingly.

Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 15 अप्रैल, 2025

का.आ. 629.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार समूह महाप्रबंधक, नेशनल थर्मल पावर कंपनी लिमिटेड, मौदा, नागपुर; प्रबंध निदेशक, मेसर्स यूटिलिटी पावरटेक लिमिटेड, मौदा, नागपुर; महाप्रबंधक, मेसर्स साई ऊर्जा इंडो वेंचर्स प्राइवेट लिमिटेड, मौदा, नागपुर, के प्रबंधतंत्र के संबद्ध नियोजकों और अध्यक्ष, मौदा विज प्रकल्प मजदूर संघ, पारसिवनी, नागपुर, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक न्यायाधिकरण-सह-श्रम न्यायालय, नागपुर, पंचाट (संदर्भ संख्या (Case No.CGIT/NGP/40/2022-23) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.04.2025 को प्राप्त हुआ था।

[सं. एल - 42025-07-2025-103-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th April, 2025

S.O. 629.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Case No. CGIT/NGP/40/2022-23) of the Central Government Industrial Tribunal-Cum-Labour Court, Nagpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Group General Manager, National Thermal Power Company Ltd., Mouda, Nagpur; The Managing Director, M/s Utility Powertech Ltd., Mouda, Nagpur; The General Manager, M/s Sai Urja Indo Ventures Pvt. Ltd., Mouda, Nagpur, and The President, Mouda Vij Prkalp Mazdoor Sangh, Parseoni, Nagpur, which was received along with soft copy of the award by the Central Government on 15.04.2025.

[No. L-42025-07-2025-103- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/40/2022-23

Date: 21.03.2025.

Party No. 1:

- 1) The Group General Manager,
National Thermal Power Company Ltd.,
Mouda Post & Tah. Mouda,
Distt-Nagpur-441104.
- 2) The Managing Director

M/s Utility Powertech Ltd.
New School Building, Ground
Floor, Utkarsh Nagar Mouda,
PO-Mouda, Distt-Nagpur-441104
3) The General Manager,
M/s Sai Urja Indo Ventures Pvt. Ltd.,
N.T.P.C., Mouda, Distt-Nagpur-441104
V/s

Party No. 2:

The President,
Mouda Vij Prkalp Mazdoor Sangh,
House of Shri Prem Rodekar,
Tarsa Road, Kanhan, Tah. Parseoni,
Distt-Nagpur-441404

AWARD

(Dated: 21st March, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of N.T.P.C. and their workmen Shri Raju Motilal Kuryawanshi & 78 others for adjudication, as per letter No. L-42011/362/2022(IR(DU) dated 06.01.2023, with the following schedule:-

"Whether demands raised by Mouda Vij Prkalp Mazdoor Sangh, Kanchan, Nagpur vide letter dated 17.08.2020 in respect of Sh. Raju Motilal Kuryawanshi & 78 others (list attached) against the management of National Thermal Power Co. Ltd., Mouda, Nagpur. M/s Utility Powertech Ltd. Mouda, Nagpur and M/s. Sai Urja Indo Venture Pvt. Ltd., Nagpur over issue of Non payment of Full and Final Settlement dues to Sh. Raju Motilal Kuryawanshi & 78 others, are proper, legal and justified? If yes, to what relief as sought vide letter under reference the disputant worker are entitled and what directions, if any, are necessary in this respect?"

2. Case is called out. Both the parties are absent. From perusal of record, it is apparent that notices issued to petitioner have been served personally but petitioner is not attending the Court since very beginning of the case. No statement of claim has been filed by the petitioner till today. Although respondent had appeared before the Court and filed his reply on 11/11/2021 which is on record. Petitioner is not attending the Court after service of notice. Hence it appears that he is not interested to contest the case further more. No evidence has been given to prove the case of the petitioner. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered:

ORDER

The demands raised by Mouda Vij Prkalp Mazdoor Sangh, Kanchan, Nagpur vide letter dated 17.08.2020 in respect of Sh. Raju Motilal Kuryawanshi & 78 others (list attached) against the management of National Thermal Power Co. Ltd., Mouda, Nagpur. M/s Utility Powertech Ltd. Mouda, Nagpur and M/s. Sai Urja Indo Venture Pvt. Ltd., Nagpur over issue of Non payment of Full and Final Settlement dues to Sh. Raju Motilal Kuryawanshi & 78 others, are improper, illegal and unjustified. The disputant worker are not entitled to any relief.

The List of enclosed of 79 workmen is also part of award.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

File No. L-42/362/2022-IR(DU) (Computer No. 140646) Division

List of workman

Sl.No.	Name of Workers
1	Raju Motilal Kuryawanshi
2	Duryodhan Premdas Mohane
3	Aslam Babbu Sheikh
4	Mangesh Wasudeo Motghare
5	Rahul Haridas Gharpinde
6	Mithun Ganesh Deshmusk
7	Pradeep Namdeo Kamble
8	Ramprasad Tikaram Bangadkar
9	Yashwant Nanaji Bhoyar
10	Khushal Gulabrao Wadibhasme
11	Pravin Devrao Lende
12	Duryodhan Parasram Hajare
13	Chakradhar Sawarkar
14	Uttambal Tarachand Sawarkar
15	Bharat Shrikrushna Yelane
16	Maroti Godhru Gawali
17	Ishwardas Parasram Gadhave
18	Jitendra Balaji Pund
19	Vinod Madhukar Shinpure
20	Pratik Manohar Tagade
21	Dnyaneshwar Shriram Sawarkar
22	Wasudeo Chirkut Urkude
23	Avinash Devrao Bawane
24	Shankar Shalik Motghjare
25	Vinod Vishwanath Khadse
26	Rajkumar Hansadas Deshmukh
27	Maroti Raghiji Akhare
28	Suresh Sahadeo Dambhare
29	Chandrashekhar Gulab Badane
30	Subhash Pundlikrao Sontakke
31	Amit Digambar Kawle
32	Chandrashekhar Rangari
33	Mahesh Gedekar
34	Mukesh Raju Khedekar
35	Vijay Tarachand Patil
36	Rahul Bankar
37	Ashok Umarao Pimpalshende

38	Nepal Gadekar
39	Prashant Gedekar
40	Sailesh Meshram
41	Sunil Narnavre
42	Narendra Pundlik Gorle
43	Swapnil Tijare
44	Sujeet Fattu Bhoyar
45	Ramesh Lanjewar
46	Devendra Paytode
47	Jaychand Raut
48	Jaydev Meshram
49	Sandip Raut
50	Bablu Raut
51	Chandrapal Yaywade
52	Balwant Manmode
53	Surendra Chakole
54	Rakesh Sitaram Chkole
55	Kundlik Shende
56	Sushil Mate
57	Bhimrav Lahobare
58	Krishna Kumar
59	Krishna Bante
60	Sachin Bagade
61	Abhilash Meshram
62	Umesh Tijare
63	Atul Akare
64	Chandrakant Yelne
65	Devidas Umale
66	Murlidhar Darode
67	Shubham Dadure
68	Shyam Bhandate
69	Amit Sontakke
70	Rajesh Bavne
71	Kishor Dhande
72	Vikas Vadhiye
73	Nilesh Ramesh Paytode
74	Bablu Shalikram Randhai
75	Gendlal Goma Randhai
76	Shubham Govinda Nagrikar
77	Pankaj Pradip Vaidya
78	Vikas Jhade
79	Wasant Wade

नई दिल्ली, 15 अप्रैल, 2025

का.आ. 630.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंध निदेशक/महाप्रबंधक, मेसर्स यूटिलिटी पॉवरटेक लिमिटेड, (यूपीएल), मौदा, जिला-नागपुर; प्रबंधक, मेसर्स पी.डी. एंटरप्राइजेज, ठेकेदार, राजकिशोर नगर, बिलासपुर (छत्तीसगढ़); प्रबंधक, मेसर्स स्टार इंडिया रेफ्रिजेशन, ठेकेदार, गणेशपेठ, नागपुर, के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, मौदा विज प्रकल्प मजदूर संघ, पारसिवनी, नागपुर, के बीच अनुबंध में निर्दिष्ट केंद्रीय सरकार औद्योगिक न्यायाधिकरण-सह-श्रम न्यायालय, नागपुर, पंचाट (संदर्भ संख्या (Case No.CGIT/NGP/41/2020-21) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.04.2025 को प्राप्त हुआ था।

[सं. एल - 42025-07-2025-104-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th April, 2025

S.O. 630.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Case No. CGIT/NGP/41/2020-21) of the Central Government Industrial Tribunal-Cum-Labour Court, Nagpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Managing Director/General Manager, M/s Utility Powertech Limited, (UPL), Mouda, Nagpur; The Manager, M/s P.D. Enterprises, Contractor, Rajkishore Nagar, Bilaspur (C.G.); The Manager, M/s Star India Refrigeration, Contractor, Ganeshpeth, Nagpur and The President, Mouda Vij Prkalp Mazdoor Sangh, Parseoni, Nagpur, which was received along with soft copy of the award by the Central Government on 15.04.2025.

[No. L-42025-07-2025-104- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE**BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,****CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/41/2020-21

Date: 21.03.2025.

Party No. 1:

- 1) The Group General Manager,
National Thermal Power Company Ltd.,
Mouda Post. & Tah. Mouda,
Distt-Nagpur-441104
- 2) The Managing Director/General Manager,
M/s Utility Powertech Limited, (UPL)
Mouda Site Office : Qtr. No. A-13,
Block No. 7, Utkarsh Nagar, N.T.P.C. Township
N.T.P.C. Ltd; Mouda Ramtek Road,
Post Mouda, Tah. Mouda, Distt-Nagpur-441104
- 3) The Manager,
M/s P.D. Enterprises, Contractor,
Head Office: Plot No. B/95,
Ground Floor, Rajkishore Nagar,
Near Post. Office, Bilaspur-405006 (C.G.)
- 4) The Manager,
M/s Star India Refrigeration, Contractor,

11/2, Subhash Road,
Opp. Zulayal Mandir,
Ganeshpeth, Nagpur-440018

V/s

Party No. 2:

The President,
Mouda Vij Prakalp Mazdoor Sangh,
House of Shri Prem Rodekar,
Tarsa Road, Kanhan, Tah. Parseoni,
Distt-Nagpur-441404

AWARD

(Dated: 21st March, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of N.T.P.C. and their workman Shri Kishor Damodhar Kanoje for adjudication, as per letter No. N-8(28)/2020-ID/IR dated 27.10.2020, with the following schedule:-

"Whether the action of (1) The Managing Director/General Manager, M/s Utility Powertech Limited, (UPL) Mouda Site Office: Qtr. No. A-13, Block No. 7, Utkarsh Nagar, N.T.P.C Township, NTPC Ltd. Mouda Ramtek Road, Post. Mouda, Tah. Mouda, Distt-Nagpur-441104 (2) The Manager, M/s P.D Enterprises, Contractor, Head Office: Plot No. B/95, Ground Floor, Rajkishore Nagar, Near Post. Office, Bilaspur, (3) The Manager, M/s Star India Refrigeration, Contractor, 11/2, Subhash Road, Opp. Zulayal Mandir, Ganeshpeth Nagpur in terminating the service of Shri Kishor Damodhar Kanoje w.e.f. 31/03/2018 are just fair & legal? If not, to what relief the workman is entitled to?"

2. Case is called out. Both the parties are absent. From perusal of record, it is apparent that notices issued to petitioner have been served personally but petitioner is not attending the Court since very beginning of the case. No statement of claim has been filed by the petitioner till today. Although respondent had appeared before the Court and filed his reply on 11/11/2021 which is on record. Petitioner is not attending the Court after service of notice. Hence it appears that he is not interested to contest the case further more. No evidence has been given to prove the case of the petitioner. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered:

ORDER

The action of (1) The Managing Director/General Manager, M/s Utility Powertech Limited, (UPL) Mouda Site Office: Qtr. No. A-13, Block No. 7, Utkarsh Nagar, N.T.P.C Township, NTPC Ltd. Mouda Ramtek Road, Post. Mouda, Tah. Mouda, Distt-Nagpur-441104 (2) The Manager, M/s P.D Enterprises, Contractor, Head Office: Plot No. B/95, Ground Floor, Rajkishore Nagar, Near Post. Office, Bilaspur, (3) The Manager, M/s Star India Refrigeration, Contractor, 11/2, Subhash Road, Opp. Zulayal Mandir, Ganeshpeth Nagpur in terminating the service of Shri Kishor Damodhar Kanoje w.e.f. 31/03/2018 are just fair & legal. The workman is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 17 अप्रैल, 2025

का.आ. 631.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पारादीप पोर्ट ट्रस्ट के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (42/2019) प्रकाशित करती है।

[सं. एल-38012/01/2019- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 17th April, 2025

S.O. 631.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 42/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bhubaneswar* as shown in the Annexure, in the industrial dispute between the management of Paradip Port Trust their workmen.

[No. L-38012/01/2019- IR(B-I)]

SALONI, Dy. Director

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR**

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar

INDUSTRIAL DISPUTE CASE NO. 42/2019**Date of Passing Order – 25th November, 2024**Between :-

The Chairman, Paradip Port Trust,
Paradip, Distt. Jagatsinghpur (Odisha)
The Executive Engineer,
P.H. Division, Paradip Port Trust,
Paradip, Jagatsinghpur

... 1st Party-Managements

(And)

Sri Umesh Chandra Mohanty & 4 others,
At. Nehuru Bangalow, Market Colony,
Paradip, Jagatsinghpur

... 2nd Party-Workmen

Appearances:

None	...	For the 1 st Party-Managements
None	...	For the 2 nd Party-Workmen

ORDER

In the present case, a reference was received from the Section Officer to the Government of India, Ministry of Labour & Employment, New Delhi vide order No. L-38012/01/2019 – IR(B-II), dated 09.05.2019 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether the termination of workman Shri Umesh Chandra Mohanty, Shri Bhagaban Das, Shri Debendra Kumar Pani, Shri Santosh Kumar Bhola and Shri Srikant Kumar Das w.e.f. 01.01.2005, Ex-Pump Operator engaged through the different contractors by the Executive Engineer, PHD of M/s.

Paradip Port Trust, Paradip is legal and/or justified? If not, what relief workman Shri Umesh Chandra Mohanty & 4 others are entitled to?

2. In the reference order, the Under Secretary to Government of India, Ministry of Labour & Employment, New Delhi commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd party-workmen.
4. On receipt of the above reference, notice was sent to the 2nd Party-workmen on 29.08.2019, 20.01.2023 and on dated 08.01.1024 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Workmen, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Workmen. Despite service of the notice, the 2nd Party-Workmen opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Workmen is not interested in adjudication of the reference on merits.
5. Since the 2nd Party-Workmen has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of workman against the Management.
6. In view of such, no claim Order is passed by this Tribunal.
7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 17 अप्रैल, 2025

का.आ. 632.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार रेलवे विद्युतीकरण के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (12/2020) प्रकाशित करती है।

[सं. एल -12025/01/2025- आई आर (बी-1)-50]

सलोनी, उप निदेशक

New Delhi, the 17th April, 2025

S.O. 632.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 12/2020) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bhubaneswar* as shown in the Annexure, in the industrial dispute between the management of Railway Electrification their workmen.

[No. 12025/01/2025- IR(B-I)-50]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar

INDUSTRIAL DISPUTE CASE NO. 12/2020

Date of Passing Order – 24th December, 2024

Between :-

Sri Ganeswar Maharana & 2 others,
S/o. Late Managobinda Maharana,
Ray – 100, Baramunda, Near Jagannath Temple,
Behind Old Saw Mill, Bhubaneswar

... 2nd Party-Workmen

(And)

1. M/s. Oriental Security Service (P) Ltd.,
Plot No. 588, Sahid Nagar, Bhubaneswar.
2. The Chief Project Director,
Railway Electrification, Rail Vihar, Bhubaneswar
... 1st Party-Managements.

Appearances:

- | | | |
|--------------------|-----|---|
| Ganeswar Maharana. | ... | For the 2 nd party-
Workmen |
| Sri P.K. Swain | ... | For the Management No. 1 |
| None | | For the Management No. 2 |

ORDER

In the present case, a reference was received from the office of the Deputy Chief Labour Commissioner (Central), Bhubaneswar vide order No. 08(03)/2019/Dy. CLC/BBSR/B.IV, dated 10.10.2019 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether the action of the management of M/s. Oriental Security Service (P) Limited, Contractor of East Coast Railway, Bhubaneswar in terminating the services of Sri Ganeswar Maharana and denying him for full and final payment under section 25-F of Industrial Disputes Act, 1947 is legal and/or justified? If not, what relief the workman is entitled to?”

2. The case of the 2nd party-workman in brief is as follows:-

That he was engaged as Carpenter in the month of June, 2009 and worked under the 1st Party-Management No. 1 for nine years, but at about 8 P.M. of 31.09.2019 a telephone call came from the Management and he was told that he would not be required to join his duty from next day. After serving for nine years continuously he was driven away without assigning any reason and without any prior notice. He has not yet given his gratuity amount and other benefits by the Management. He had raised a dispute before the labour machinery and on failure of conciliation proceeding the present reference has been made.

The 2nd party-workman has prayed to pass an award in his favour.

3. On the other hand, both the Managements neither appear nor file any written statement in this case in spite of several opportunities given to them.

4. However, during the course of adjudication, both the 2nd Party-Workman and the 1st Party-Management No. 1 have settled the present dispute out of court and filed original copy of their Memorandum of Settlement in Form – H containing certain terms & conditions as agreed between them in this dispute with signatures of workman, authorized representative of the 1st Party-Management and two witnesses. Submitting their Memorandum of Settlement, both parties have prayed the Tribunal to close this case in terms of the settlement arrived at between them. The terms of Memorandum of Settlement executed between Sri Ganeswar Maharana (2nd Party Workman) and Sri Pratap Chandra Samantaray (Authorised representative of the 1st Party Management are as under.

“1. That, pursuant to the execution of agreement on wages and other matters with 1st Party M/s. Oriental Security Service on 10.10.2023 the 2nd party has settled the disputes with the Management under the settlement and accordingly the 2nd party does not want to proceed further with the present case.

2. That, it is further agreed between the parties to submit this Memorandum of Settlement before the Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar in I.D. Case No. 12 of 2020.

6. Considering the facts and circumstance and the submissions of the stake holders of this case, the Tribunal is of the opinion that whatever dispute was existing between the 2nd Party-Workmen and the 1st Party-Managements, the same have already been settled and no further adjudication is required under the Act.

7. Hence, this order is passed in terms of the Memorandum of Settlement arrived at between the 2nd Party-Workman and the 1st Party-Management No. 1. The Memorandum of Settlement filed by the parties in this case forms part of the order.

8. This is the Order of this Tribunal.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 17 अप्रैल, 2025

का.आ. 633.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम मध्य रेलवे के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (30/2021) प्रकाशित करती है।

[सं. एल -12025/01/2025- आई आर (बी-1)-53]

सलोनी, उप निदेशक

New Delhi, the 17th April, 2025

S.O. 633.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 30/2021) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of West Central Railway and their workmen.

[No. L-12025/01/2025- IR(B-I)-53]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/30/2021

Present: P.K. Srivastava

H.J.S.(Retd.)

Sanjay Kumar Kachhi &

Other Contract Workers

H.No. 188, Sanjay Gandhi Nagar

Near New Lucky Tent House

Sadar, Cantt., Jabalpur – 482001 (M.P.)

Workman

Versus

1. M/s. Bharti Engineering

Rep. by Shri Nehal Shah, Partner

314, Starlit Tower, 3rd Floor, 29/1,

Y.N. Road, Indore (M.P.)-452003

2. The Sr. Divisional Electrical Engineer (G)

West Central Railway

Jabalpur (M.P.)

Management

Shri Arnav Tiwari	:	Learned Counsel for Management	No. 2
Shri S.K. Gupta	:	Learned Counsel for Management	No. 3

AWARD

(Passed on this 12th day of March - 2025.)

As per letter dated 03/08/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number J-1(2-4)/2021-IR dt. 03/08/2021. The dispute under reference related to :-

“Whether the termination of Shri Sanjay Kumar Kachhi & other contract workers is legal, justified and valid or not ? If not, to what relief the contract labours are entitled to ?”

After registering the case, on the basis of the reference, notices were sent to the parties and were duly served on them. Management appeared and filed their Written Statement of Defense.

During the proceedings, parties filed a settlement said to be arrived at between the parties.

Workman Sanjay Kumar Kachhi and Rohit Lodhi jointly filed an application with their affidavits with case that the dispute between them and M/s. Bharti Engineering has been settled by way of settlement. Railway are only proper party being principal employer and no relief virtually has been sought against Railways. The dispute mainly is between the workman and the contractor M/s. Bharti Engineering.

Since, the dispute has been settled between the parties as per terms of settlement, the reference stands answered in terms of settlement, which shall form part of Award.

P. K. SRIVASTAVA, Presiding Officer

DATE: 12/03/2025

नई दिल्ली, 17 अप्रैल, 2025

का.आ. 634.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (104/2017) प्रकाशित करती है।

[सं. एल - 41012/92/2016-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 17th April, 2025

S.O. 634.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 104/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No. L-41012/92/2016- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/104/2017

Present: P.K.Srivastava

H.J.S..(Retd)

The Divisional Secretary,

Paschim Railway Karamchari Parishad (PRKP)

Western Railway, Ratlam Division,

Ratlam (MP) – 457001.

Workman

Vs

The Divisional Railway Manager,

Western Railway, Ratlam Divn.

Ratlam (MP) - 457001

Management

(JUDGMENT)

(Passed on this 07th day of April- 2025)

As per letter dated 09/08/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-41012/92/2016 (IR(B-I)) dt. 09/08/2017. The dispute under reference relates to:

“Whether the action of the Railway Administration, Ratlam Divn., W.R. in deducting withdrawing one increment of Mr. Umesh Patel, Head TTE, Ratlam Division, in the month of Dec 2012 is justified or legal? IF not, what relief Shri. Umesh Patel is entitled to?”

The undisputed facts coming out from pleading of both the parties are that, the Applicant Workman Umesh Patel, was in pay-scale Rs. 5200-20200-2800/- grade pay in April 2011, and was getting basic pay Rs. 13,370/-. The Management of Railways, accorded him second upgradation on 29.04.2011 and his pay was fixed at Rs. 14,180/- basic pay.

The case of the Workman is that, he had filed an application on 16.05.2011 to change his date of increment on 01.07.2011 through the Chief Ticket Inspector Shri R.R. Verma, and his application was forwarded by Shri R.R. Verma to the Divisional Office, which was allowed and his date of next increment was changed as 01.07.2012. He was given next increment on 01.07.2012 as his basic pay was fixed at Rs. 15,050/- on 01.07.2012 by the Management. But, the Management surprisingly issued an order by which Rs. 15,050/- basic pay fixed as on 01.07.2012 was reduced to Rs. 14,850/- in December, 2012, without issuing him show cause notice and without any reason which is unjust, arbitrary and illegal. The case of the Workman is further that, he had made a representation on 31.07.2013, to the Senior Divisional Personnel Officer, Ratlam, in Railway Division Ratlam against this action of Management and also filed a rejoinder on 23.01.2014 but no action was taken by the Management.

Management has defended its action on the ground that, the Workman was accorded second financial up gradation under **MACPS (Modified Assured Career Progression Scheme)** in the scale of Senior Ticket Examiner Rs. 5200-20200/- at scale pay of Rs. 2800/- and his basic pay was fixed on 29.04.2011 at Rs. 14,180/-. The case of the Management is that, as per Rules in the Railway Establishment Code, there is a provision that the option to change date of increment that promotion will be considered only when it is filed within one month from the date of promotion. But, the Workman did not file his application for change of date of increment, before the Competent Authority within the prescribed period of one month, hence he was held not entitled to get the benefit of change of his date of increment. It is also the case of Management that was due to mistake that the **Pay Roll Independent Module Of Program (PRIM)** prepared his salary after promotion on the basis of changed date of increment by way of his system mistake in absence of any Office Order to this effect, which was rectified. According to the Management, there action is proved in law.

Both the sides have filed affidavits and documents which are not disputed and to be referred to as and when required. I have heard argument of Learned Counsel for the Applicant Workman Mr. Pranay Choubey and Mr. R.K. Soni for Management. Written arguments are also on record, which are filed by the Management. I have gone through the Written Arguments and the record.

On perusal of the record on the basis of rival arguments, the issue which comes for determination in the case in hand is as follows:-

1. *Whether the Workman has proved the fact that he complied with the condition of submitting his application for date of change of increment on a within prescribed period of one month from the date of promotion to the Competent Authority and its legal effects?*

Submission of the Workman Learned Counsel is that, he has filed this application before Shri. R.R. Verma who was his Head of the Office of the day of filing his application on 16.05.2011, which is established by his affidavit as his examination-in-chief, cross-examination and the photocopy of his application dated 16.05.2011, this application contains receiving of the Chief Ticket Inspector Indore, Shri. R.R. Verma, on this basis it has been submitted from the side of Workman that, this application was filed within 30 days from 29.04.2011 which was the date of his financial up gradation. Whereas, Learned Counsel for Management has submitted that his application is an afterthought which is shown by the fact that, it does not contain any date below the signature of the Chief Ticket Inspector. Learned Counsel referred to report of the Departmental Enquiry said to be conducted by Management in this respect, in which it was found after enquiry that, this application dated 16.05.2011 was never filed before the C.T.I. incharge or his Clerk, nor was it forwarded to Divisional Office, and Shri. R.R. Verma (C.T.I), whose signature is at the application showing that he received this application, was in fact not the Office In-charge CTI on 16.05.2011. Also that this, application was never received in the Divisional Office. One Vinod examined during the enquire, said the Enquiry Officer that he was CTI Office In-charge since 01.12.2010, and the Workman Umesh Patel did not file any application to me or his clerk as claimed by me.

Learned Counsel for Workman has referred to Office Order of Divisional Office, Ratlam proved as Exhibit W-5 which shows that Shri. Raja Ram Verma, Chief Ticket Inspector was transferred to Railway Station Indore, as CTI (SL) In-charge, Indore, Exhibit W-6 is the attendance sheet of May 2011, which goes to show that Raja Ram Verma was CTI on duty on that day. He is at serial No. 1 in the attendance register, whereas Vinod, who disposed in the enquiry is on Serial No. 4.

The facts established are that Raja Ram Verma and Vinod both were CTI's on 16.05.2011. Management has not filed any Office Order to show that Vinod was designated as CTI in-charge on 16.05.2011. Hence, in absence of such a order, the finding in the show called enquiry conducted in absence and without acknowledge of the Workman, alleges its significance. The Workman was required to file his option for change of his date of increment within time permitted of one month to his Chief Inspector has established from evidence. It was on the part of the Chief Inspector after his to forward it to Divisional Office. And the workman could not be held responsible for its application was not

forwarded to original office in time. Hence, on the basis of above finding, action on the part of Management of Railways in not changing the date of his next increment as 01.07.2012 is held to be unjust, and order of the Management in reducing the salary of the Workman has set-aside by me on this basis is also held unjust, illegal and arbitrary. Consequently, the Workman is held entitled to change his next increment as 01.07.2012 and receive consequential benefits on this basis.

In the light of above findings, the reference is answered as follows: -

AWARD

Holding the action of the action of the Railway Administration, Ratlam Divn., W.R. in deducting withdrawing one increment of Mr. Umesh Patel, Head TTE, Ratlam Division, in the month of Dec 2012 is held unjust and illegal. He is entitled to get changed his next increment as 01.07.2012 and receive consequential benefits on this basis and consequential benefits.

No order as to cost.

P. K. SRIVASTAVA, Presiding Officer

DATE:- 07/04/2025

नई दिल्ली, 17 अप्रैल, 2025

का.आ. 635.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारोंके बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (14/2019) प्रकाशित करती है।

[सं. एल -12025/01/2025-आई आर (बी-I)-54]

सलोनी, उप निदेशक

New Delhi, the 17th April, 2025

S.O. 635.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 14/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2025- IR(B-I)-54]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/RC/14/2019

Present: P.K. Srivastava

H.J.S.(Retd.)

Smt. Vimla Chawre

Through General Secretary

Dainik Vetan Bhogi Bank Karmchari Sangathan

K.K.F.-1, Tripti Vihar, Ujjain (M.P.)

Workman

Vs

1. Assistant General Manager.

State Bank of India

Main Branch, GPO (387), Indore (M.P.)

2. Chief General Manager

State Bank of India

Local Head Office, Bhopal (M.P.)

Management

(JUDGMENT)**(Passed on this 11th day of March-2025)**

The Workman Union has filed petition under Section 2(A) (2 & 3) of the **Industrial Disputes Act 1949 (in short the Act)**, against termination of services of its member Smt. Vimla Chawre by the Management with a case that, she had joined the Management as Cleaner cum Peon with the Bank in 1987 and worked continuously till 12.01.2018 when her services were terminated by the Bank which is illegal on following grounds:-

1. No permission was taken from appropriate authority before termination.
2. No seniority list of workers was displayed.
3. No prior notice of termination was given to the workman.

The workman union has prayed that holding the termination of services of Smt. Vimla Chawre on 12.01.2018 against law, she be held entitled to be reinstated with back wages and benefits.

In its written statement to the petition, the Management has taken a case that the workman was daily wagger who was engaged by Bank for cleaning of office, used to work for one or two hours daily. She never completed 240 days in continuous service. She was disengaged after paying full retrenchment compensation Rs. 2,26,750/- and she has also been paid one month salary Rs. 14,629/- in lieu of notice as well wages Rs. 7314/- till 12.01.2018. Hence, action of management is justified in law.

In evidence, the workman union filed some photocopy documents but did not care to prove. No affidavit was filed by workman union in support of its claim. Management has filed affidavit of its witness as his examination in chief. He has not been cross examined by union.

I have heard argument of Learned Counsel Mr. Vijay Tripathi for Management. No argument has been advanced by workman union side.

Admittedly, the workman has been paid retrenchment compensation, one month salary in lieu of notice and remaining salary for the month till date of his termination. Case of the workman is that management forcibly deposited in her account without her consent. It comes out that Cheque of the said amount was issued by management which was deposited by the workman in her account and the amount in the Cheque was credited in her account. The burden to prove the grounds of alleged illegality in disengagement is on workman union in which they have not discharged.

On the basis of findings mentioned above, holding the action of management in terminating his services, justified in law, the workman is held to be entitled to no relief. Petition stands disposed accordingly.

No order as to cost.

DATE:- 11/03/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 17 अप्रैल, 2025

का.आ. 636.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सतपुड़ा क्षेत्रीय ग्रामीण बैंक के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (69/2007) प्रकाशित करती है।

[सं. एल - 12012/39/2007-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 17th April, 2025

S.O. 636.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 69/2007) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Satpura Kshetriya Gramin Bank and their workmen.

[No. L-12012/39/2007- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/69/2007Present: P.K.SrivastavaH.J.S.(Retd.)

Sriram Lanjewar,
R/o Vill and PO Mate,
Teh. Kiranpur
Distt. Balaghat (Chhindwara)
Balaghat

Workman

Vs

The Chairman/President
Satpura Kshetriya Gramin Bank
Chhindwara,
Chhindwara

Management

(JUDGMENT)(Passed on this 28th day of March - 2025)

As per letter dated 24/07/2007 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-12012/39/2007 (IR(B-I)) dt. 24/07/2007. The dispute under reference relates to:

"Whether the action of the management of the Chairman, Satpura Kshetriya Gramin Bank, Chhindwara, Distt. Chhindwara, in terminating the services of Sri Sriram Lanjewar S/o Sri Kamal Prasad Lanjewar, without following the disciplinary proceedings, is legal and justified? If not, to what relief the concerned workman is entitled?"

After registering the case on the basis of reference, notices were issued to the parties. They appeared and filed their respective statements of claim and defense.

Both the parties adduced evidence orally and documentary and Award was passed by my Learned Predecessor vide his judgment dated 31.08.2015 which is as follows:

"1. Action of Management of Satpura Kshetriya Gramin Bank, Chhindwara in terminating the services of Shri Sriram Lanjewar son of Shri Kamala Prasad Lanjewar is not proper and legal.

2. Termination of Workman is set-aside. 2nd party is directed to reinstatement Workman without back wages.

3. Parties to bear their respective costs."

This Award was challenged by the Management before Hon'ble High Court of M.P. at Jabalpur in W.P. No. 3341/2016 and was decided by a Single Bench of Hon'ble High Court on 03.10.2023.

The Hon'ble High Court set-aside the Award and remanded back the matter to be heard and decided again after passing order on application of the Workman which he had filed on 31.08.2009 before this Tribunal seeking production of original documents from Management which included Cash Scrolls, Acquaintance rolls, Payment Vouchers, Payment Register etc.

After remand, the said application dated 03.08.2009 was heard and decided by this Tribunal on 16.04.2024. Management was directed to file the original documents mentioned in the application or filed affidavit of someone authorized on their behalf if these documents were not available. Thereafter, as many as four days were given to Management to file these documents. They did not file, rather they filed an affidavit stating that these documents were not available with them.

Thereafter, application of Workman to prove these documents by secondary evidences was granted after hearing. The Workman proved these documents in his re-cross-examination on oath. These documents were marked Exhibit W-5 to W-8. Thereafter, the argument of Learned Counsel for Workman Mr. Neeraj Kewat and Mr. Ashish Shrotri Learned Counsel for Management were heard and records have been perused by me.

As it comes out from perusal of records in the light of rival arguments that following issues were framed by my Learned Predecessor which are :-

1. ***Whether the action of Management of Satpura Kshetriya Gramin Bank Chhindwara, in terminating services of Shri Sriram Lanjewar son of Shri Kamala Prasad Lanjewar is justified.***
2. ***If not, what relief the Workman is entitled to?***

Issue No. 1 was decided in favour of Workman holding the action of Management in terminating his services unjust and against law. Consequently, Issue No.2 was also decided in favour of Workman holding him entitled to be reinstated without back wages.

As it comes out from perusal of order of Hon'ble High Court referred to above, that the writ petition against the judgment and Award was filed by Management. If Management had produced the documents summoned by this Tribunal under order of Hon'ble High Court, it would have helped this Tribunal to record a finding in favour or against either of the Parties.

Management did not file these documents summoned rather they filed affidavit with these documents were not available with them. The nature of documents is such that namely they should be in possession and control of Management and not of Workman. Hence, this Tribunal will be justified in law to adverse interference against management that had these documents being reproduced they would have supported the case of the Workman.

Even otherwise, when there is no documentary evidence available, the case is to be decided on statements on oath given by the parties. My Learned Predecessor has recorded a finding on the basis of evidence available at that time that the Workman had successfully proved his continuous engagement with management for 240 days and also realised termination of his services was bad in law. In absence of any additional evidences contrary to the case of Workman after the case was recorded by Hon'ble High Court and being reheard under direction of Hon'ble High Court, I did not find any occasion to disagree with the findings recorded by my Learned Predecessor accordingly, it is held that the termination of services of the Workman Sri Sriram Lanjewar was bad in law.

Issue no 1 is answered accordingly.

Issue No. 2-

My Learned Predecessor has further recorded his finding that the Workman is entitled to be reinstated without back wages. Learned Senior Counsel for Management has submitted on this point that, the proper relief would have been grant of compensation because the Workman is not appointed following recruitment process against any sanctioned vacancy. He has referred following judgments in this respect *Incharge Officer and Another Vs. Shankar Shetty (2010) Vol. 9 SCC 126. (Para 2,3,4,7), and Batala Coop. Sugar Mills Ltd. Vs. Sowaran Singh (2005) Vol. 8 SCC 461 (Para 13).*

From the evidence on record, it is proved that the Workman has worked since 14.11.1990 to 27.11.2003 and thereafter he is fighting with Management against his termination in different forums including this Tribunal and Hon'ble High Court. That is to say he has given his entire youth to the Management. Keeping this fact in view, lump sum compensation in lieu of all his claims will not meet the ends of justice.

And the case referred by Learned Senior Counsel for Management can be easily distinguished on facts. After considering all the facts and circumstances as mentioned above, reinstatement of the Workman with all in service benefits treating himself to be in management of Management since the date of his termination with 20% back wages will meet the end of justice.

Issue No. 2 is answered accordingly.

On the basis of above findings, the reference is answered as follows:

AWARD

Holding the action of the management of the Chairman, Satpura Kshetriya Gramin Bank, Chhindwara, Distt. Chhindwara, in terminating the services of Sri Sriram Lanjewar S/o Sri Kamal Prasad Lanjewar is illegal and unjustified in law. He be held entitled to be reinstated in service with management with all in service benefits with 20% back wages from the date of his termination.

No order as to cost.

P. K. SRIVASTAVA, Presiding Officer

DATE:- 28/03/2025

नई दिल्ली, 17 अप्रैल, 2025

का.आ. 637.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आयुध निर्माणी खमारिया के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (13/2022) प्रकाशित करती है।

[सं. एल - 42011/72/2022-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 17th April, 2025

S.O. 637.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 13/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Ordnance Factory Khamaria and their workmen.

[No. L-42011/72/2022- IR(B-I)]

SALONI, Dy. Director

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR****NO. CGIT/LC/R/13/2022****Present: P.K.Srivastava****H.J.S.(Retd)****The General Secretary****Fire Brigade Karmchari Sangh****Office – 1595, Dr. Ambedkar Colony****In front of Shiv Temple, Nearby Dr. Sahu Ji,****Katra, Adhartaal, Jabalpur (M.P.)-482004****Workman****Versus****General Manager****Ordnance Factory Khamaria****(A Unit of Mounitions of India Ltd.)****Jabalpur - 482005****Management****AWARD****(Passed on this 01st day of April - 2025.)**

As per letter dated 15/03/2022 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-42011/72/2022/IR(DU) dt. 15/03/2022. The dispute under reference related to :-

“Whether demand of Fire Brigade Karmachari Sangh, Jabalpur (M.P.) vide its letter dated 19.02.2021 to the management of Ordnance Factory Khamaria, Jabalpur to give promotion from leading Fireman to Supervisor (Non-Technical) which is happening in other sister concerns of Ordnance Factory is proper, legal, justified and valid ? If yes, to what relief the leading Fireman employees of Ordnance Factory Khamaria are entitled and what directions are necessary in the matter?”

Notices were issued to the parties on the reference. They appeared and filed their respective statements of claims and defense.

Facts are almost undisputed. The workman Rajendra Kumar Tiwari whose claim is being prosecuted by the workman union in the present reference, was previously working as leading Fireman. The SRO No. 73, issued by the management Headquarter at Delhi /Union of India on 01.08.2019, provided that the Leading Fireman who had

completed five years of regular service in Level-3 in Pay Matrix Rs. 21700-6900, would be eligible for promotion to Supervisor (Non-Technical) and 60% promotions to Supervisor (Non-Technical) will be done from leading Fireman, the remaining 40% posts were to be filled by direct recruitment. The claim of the workman union is that, workman Rajendra Kumar Tiwari had completed five years of regular service as leading Fireman in Pay Matrix Level-3, was eligible to be promoted in the year 2020 itself, when he completed his regular service of five years as mentioned above but management arbitrarily did not grant him promotion in 2020, rather promoted him in 2022 which is unjust, illegal and arbitrary on the part of management.

Management has taken a case that the workman Rajendra Kumar completed his regular service of five years in Pay Matrix Level-3 Leading Fireman only on 01.05.2020, his case was rightly not considered by the Departmental Promotion Committee constituted by management in its meeting on 01.01.2020. Further, according to management, since Rajendra Kumar did not have certificate of training required for promotion in SRO-30 of 2010, his case was rightly not considered for promotion by the Departmental Promotion Committee in 2011. It is after the management at local level received a letter of clarification issued by management head quarter vide its letter dated 09.03.2022 clarifying that the requirement of training as mentioned in Clause-(a) to (e) in the Clause-12(i) of SRO-30 of 2010 stood omitted by the SRO-73 of 01.08.2019, the Departmental Promotion Committee constituted by management met on 01.01.2022 and recommended promotion of Rajendra Kumar to Supervisor from date 19.04.2022 and he has been promoted now.

Both the sides have filed affidavits and relevant SROs as well other documents, to be referred to as and when required.

I have heard argument of learned Counsel for workman union Mr. Arun Patel and learned Counsel for management Mr. Gopi Chourasiya.

On perusal of record in the light of rival arguments, the only issue which comes up for determination is *whether the workman Rajendra Kumar should have been considered for promotion to the post of Supervisor (Non-Technical) from the post of Leading Fireman after he became eligible when he completed regular service of five years as leading Fireman Pay Matrix Level-3 on 01.05.2020? In other words, whether the action of the Departmental Promotion Committee constituted by management in not considering the case of workman Rajendra Kumar for promotion as mentioned above, was correct in law?*

The excuse taken by management for not considering the claim of Rajendra Kumar for his promotion was that he had not undergone the required training as mentioned in SRO-30 of 2010 (mentioned above). The Headquarter has clarified in 2022 (details mentioned above) that in the light of SRO-73 issued on 01.08.2019 this condition of training was deemed to be done away. This makes it clear that the workman Rajendra Kumar Tiwari was eligible and entitled for promotion in the light of latest SRO-73 of 01.08.2019. His claim cannot be delayed on the excuse that time of two years was consumed in getting clarification by Headquarter. It is also established from RTI documents filed by workman union that the other units of the management have promoted their leading Fireman relying on the SRO-73 of 01.08.2019 without insisting the requirement of training as required in SRO-30 of 2010 (mentioned above).

In the light of above facts and discussions, the action of management in not promoting the workman Rajendra Kumar to the post of Supervisor (Non-Technical) and not considering his case for promotion by the Departmental Promotion Committee in its meeting on 01.01.2021 is held to be unjust, illegal and arbitrary. Management is directed to promote workman Rajendra Kumar from 01.01.2021 to the post of Supervisor (Non-Technical) and grant him all the related/consequential benefits from that date. The whole exercise be completed within 30 days from the date of publication of Award. The reference stands answered accordingly.

No order as to cost.

P. K. SRIVASTAVA, Presiding Officer

DATE: 01/04/2025

नई दिल्ली, 21 अप्रैल, 2025

का.आ. 638.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बेंगलूर के पंचाट (38/2011) प्रकाशित करती है।

[सं. एल -12012/05/2016-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 21st April, 2025

S.O. 638.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 38/2011) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/05/2016- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE, CAMP COURT At HYDERABAD

DATED : 28th MARCH 2025

PRESENT : **Smt. K P INDIRA B.A., LLB.**

Presiding Officer

C R No. 38/2011

I Party

The General Secretary,
State Bank's Staff Union (Karnataka),
LHO, St. Mark's Road,
BANGALORE – 560 001.

II Party

The Chief General Manager,
State Bank of India, Local Head Office,
St. Mark's Road,
BANGALORE – 560 001.

Appearances

I Party : **Shri B D Kuttappa**
Advocate

II Party : **Shri Ramesh Upadhyaya**
Advocate

1. The Government of India, Ministry of Labour vide Order No. L-12012/05/2016-IR(B-I) dated 29.09.2011 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as "The Act") (14 of 1947) referred the following Industrial Dispute to this Tribunal for adjudication:

SCHEDULE

“Whether the action of the management of State Bank of India, Local Head Office, Bangalore, Karnataka in issuing the instructions vide letter No. S&P/YSB/20 dated 18/4/2007 and No. OP&SP No. 40 dated 24/4/2007 incorporating additional duties and responsibilities to the Special Assistants without giving a notice to the workmen likely to be affected by such change, as required under Section 9A of Industrial Dispute Act 1947, is legal and justified? To what relief the Union is entitled?”

2. After registering the case the date of hearing was fixed as 02.11.2011 and the Claim Statement was filed on 24.10.2016 and Counter Statement of the II Party was filed on 23.06.2020. Then the matter was posted for Evidence of II Party. When the matter stood thus the 1st Party Union General Secretary along with his Counsel on 07.03.2025 filed a Memo that the aforesaid dispute has been resolved by the parties and as such the dispute does not survive for consideration and hence, does not press for the present reference.

3. Perused the records. The 1st Party Counsel has filed a Memo dated 18.11.2024 which bears the signature of the 1st Party Union General Secretary and counter signed by the learned counsel for the 1st Party on record. Therefore, in view of the above, the Memo is recorded and prayer is allowed. The reference is thus dismissed as not pressed. Transmit.

AWARD

Reference is dismissed as not pressed.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 28th March 2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 22 अप्रैल, 2025

का.आ. 639.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उप महानिदेशक (ई), आकाशवाणी, प्रसार भारती, भारत का सार्वजनिक प्रसारक, चांदमारी, गुवाहाटी; निदेशक, मेसर्स एचआरडी कमर्शियल एंड इंडस्ट्रियल सिक्योरिटी फोर्स प्राइवेट लिमिटेड, करीमगंज, असम, प्रबंधन के संबद्ध नियोजकों और, श्री सानु दैमारी, मैरापुर, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, गुवाहाटी पंचाट (संदर्भ संख्या आईडी नंबर 10 of 2020), को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.04.2025 को प्राप्त हुआ था।

[सं. एल - 42025-07-2024-108-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 22nd April, 2025

S.O. 639.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. ID. No. 10 of 2020**), of the **Central Government Industrial Tribunal cum Labour Court, Guwahati** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Dy. Director General (E), All India Radio, Prasar Bharti, India Public Broadcaster, Chandmari, Guwahati; The Director, M/s HRD Commercial & Industrial Security Force Pvt. Ltd., Karimganj, Assam, and Shri Sanu Daimari, Mairapur, Worker**, which was received along with soft copy of the award by the Central Government on 15.04.2025,

[No. L-42025-07-2024-108-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM.

PRESENT: Shri Ajai Kumar Srivastava.
Presiding Officer,
CGIT-cum-Labour Court, Guwahati.

REF. CASE NO. 10 of 2020.

PARTIES: Sri Sanu Daimari, Mairapur, Goda Khahania para, P.O.-Rani, PS- Palasbari, Kamrup, Assam, Pin-781131. **Workman.**

-Vrs-

The Management of (1) the Dy. Director General (E), All India Radio, Prasar Bharti, India Public Broadcaster, Chandmari, Guwahati-781003 and (2) the Director, M/s HRD Commercial & Industrial Security Force Pvt. Ltd., S.T. Road, Badarpur, Karimganj, Assam, Pin-788803. **OP/Management.**

REPRESENTATIVES:

For the Workman : None appeared.

For the Management. : Mr. Rajib Hazarika, Addl. Central Govt.

Standing Counsel.

For the Contractor : Md. Mustafa Kamal Ali, learned Advocate.

INDUSTRY : All India Radio,

STATE : Assam.

Date of Award : 02-04-2025.

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Ministry of Labour and Employment, Government of India through the Office of the Deputy Chief Labour Commissioner (Central), Guwahati, vide its Order **No. G/R. 8(04)/2020-Dy.**

CLC(C)/ID dated 20-10-2020 has been pleased to refer the following dispute between Sri Sanu Daimari the workman and the Management of All India Radio, Guwahati and the Contractor, M/s HRD Commercial & Industrial Security Force Pvt. Ltd., Karimganj, Assam for adjudication by this Tribunal.

SCHEDULE

“Whether the action of management of All India Radio, Prasar Bharti, India Public Broadcaster, Chandmari, Guwahati-781003 and their Service provider/Contractor M/s HRD Commercial & Industrial Security Force Pvt. Ltd., S.T. Road, Badarpur, Karimganj, Assam-788803 in terminating the services of Sh. Sanu Daimari Mairapur, Goda Khahania para, P.O. Rani, P.S. Palasbari, Kamrup, Assam, 781131, Ex-Helper/Peon/Safaiwala/Farash/Canteen boy/Asst. w.e.f. 05-10-2019 & non-payment of wages for Oct-Nov, 2019 is justified without giving any notice of termination? If not, what relief Sh. Sanu Daimari is entitled to?”

On the basis of Order instant case was registered as **Reference Case No.10 of 2020** on 22-10-2020 and notices were issued to the Management, Contractor and the workman for appearance and filing claim statement/written statement, documents and list of witnesses.

On receiving the notice, the Management and the Contractor were appeared through their engaged learned Counsels. The Workman was absent without any steps. The Management of All India Radio, Guwahati was submitted Written Statement. The Workman and the Contractor were not submitted their Written Statement, last chance was given vide order dated 16-07-2021 and 17-08-2021 to the workman for filing of claim statement but none appeared for the workman nor any step has been taken on his behalf, therefore vide order dated 04-10-2021 the Reference Case No.10 of 2020 was disposed of by my learned predecessor but physical copy of the Award was not prepared.

Accordingly, the Case record of Reference case No. 10 of 2020 is put up before me. On perusal of the case record and considering the circumstances of the case it appears to me that ample opportunity was provided but the concerned Workman is not inclined to pursue this case. It is thus, abundantly clear that the workman is not interested to go ahead with the proceeding. The Reference case No. 10 of 2020 is therefore disposed of in the form of a no dispute award.

Hence,

ORDERED

That the Reference case No. 10 of 2020 is dismissed in the form of a **No Dispute Award**. Let copies of the Award be communicated to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

AJAI KUMAR SRIVASTAVA, Presiding Officer

नई दिल्ली, 22 अप्रैल, 2025

का.आ. 640.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, भारतीय सर्वेक्षण विभाग, जीडीसी, सिलचर; मेसर्स एचआरडी कमर्शियल एंड इंडस्ट्रियल सिक्योरिटी फोर्स प्राइवेट लिमिटेड, करीमगंज, असम; मेसर्स इम्प्रेसिव डेटा सर्विस प्राइवेट लिमिटेड, दिल्ली, प्रबंधन के संबद्ध नियोजकों और, सुश्री रीमा मित्रा, और सुश्री मौ देव, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, गुवाहाटी पंचाट (संदर्भ संख्या आईडी नंबर 12 of 2023), को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.04.2025 को प्राप्त हुआ था।

[सं. एल - 42011-24-2023-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 22nd April, 2025

S.O. 640.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. ID. No. 12 of 2023**), of the **Central Government Industrial Tribunal cum Labour Court, Guwahati** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Director, Survey of India, GDC, Silchar ; M/s HRD Commercial & Industrial Security Force Pvt. Ltd., Karimganj, Assam ; M/s Impressive Data Service pvt. Ltd., Delhi, and Miss Reema Mitra, and Miss Mou Dev, Worker**, which was received along with soft copy of the award by the Central Government on 15.04.2025,

[No. L-42011-24-2023-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
GUWAHATI, ASSAM.**

PRESENT: Shri Ajai Kumar Srivastava.
Presiding Officer,
CGIT-cum-Labour Court, Guwahati.

REFERENCE CASE NO. 12 of 2023.

PARTIES: Miss Reema Mitra, D/o Sh. Sanjit Mitra, Rashbehari Lane, Sonal Road, Silchar, Pin-788005 and
Miss Mou Dev, D/o Late Madhusudan Deb, Hospital Road, Ward No.12, Sonal Road, Silchar,
Assam, Pin-788005.

..... **Workmen/Applicant.**

-Vrs-

The Management of (1) The Director, Survey of India, GDC, Silchar (2) M/s HRD Commercial &
Industrial Security Force Pvt. Ltd., Karimganj, Assam (3) M/s Impressive Data Service Pvt. Ltd.,
Delhi. **OP/Management.**

REPRESENTATIVES:

For the Workmen : None

For the Contractors : None

For the Management. : Mr. Bhaskar Jyoti Deka, Officer Surveyor.
Mr. Dipankar Dutta, Officer Surveyor.

INDUSTRY : Survey of India,

STATE : Assam.

Date of Award : 03/04/2025.

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and Sub-Sec (2A) of Section 10 of the Industrial Dispute Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its order No. **L-42011/24/2023-IR(DU) dated 31-03-2023** has been please to refer the following dispute between the employer, that is the Management of Oil India Ltd. and their Workmen for adjudication by this Tribunal.

SCHEDULE

“Whether demand of Miss Reema Mitra D/o Sh. Sanjit Mitra and Miss Mou Deb vide letter dated 3.2.2022 to the management of Survey of India, Tripura, Manipur & Mizoram Geo-Spatial Data Centre, Silchar M/s HRD Commercial & Industry Security Force Pvt.Ltd., Karimganj, Assam M/s Impressive Data Service Pvt. Ltd., Delhi for release of 25 days salary (1st March to 20th March,2020 i.e. 20 days of March,2020 and 1st April to 5th April i.e. 5 days of April 2021), is proper, legal and justified ? If yes, to what relief the disputants are entitled and what directions, if any, are necessary in the matter ?”

On receiving Order from the Ministry of Labour and Employment, Government of India, for adjudication of the dispute, **Reference case No. 12 of 2023** was registered on 11-05-2023 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses.

On receiving the notice, the Management of Survey of India, GDC, Silchar appeared through their authorized person regularly. The Contractors and the workmen were absent. The Management of Survey of India submitted their written statement. Several notices are issued to the workmen but they did not appear nor any claim statement has been submitted on their behalf.

The case is fixed up today for filing Claim Statement, as last chance. The Management is appeared through their authorized representative. On repeated calls at 11-30 a.m. none appeared for the Contractors and the workmen nor any step has been taken on their behalf. As per postal record notice dated 20-12-2024 had been received personally by the workmen but they did not turnup. It seems that the workmen are not interested to file any Claim Statement.

Considering the circumstances of this case it appears to me that ample opportunity has been provided but the concerned workmen are not inclined to pursue this case. It is thus, abundantly clear that the workmen are not interested to go ahead with the proceeding. The Reference Case is therefore disposed of in the form of a no dispute award.

Hence,

ORDERED

That the Reference Case No.12 of 2023 is dismissed in the form of a **No Dispute Award**. Let copies of the Award be communicated to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

AJAI KUMAR SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 641.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय अहमदनगर के पंचाट (03/2018) प्रकाशित करती है।

[सं. एल - 12012/74/2017-आई आर ((बी-II))]

सलोनी, उप निदेशक

New Delhi, the 23rd April, 2025

S.O. 641.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.03/2018) of the *Indus.Tribunal-cum-Labour Court Ahmednagar* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12012/74/2017- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

IN THE INDUSTRIAL COURT AT AHMEDNAGAR.

BEFORE SAMEENA KHAN, MEMBER.

Reference (I.T.) No. 03/2018.

(CNR – MHIC-160000172018)

1. Zonal Manager,
Central Bank of India,
317, M.G. Road,
Pune – 411011.
2. Regional Manager,
Central Bank of India,
Regional Office,
Aurangabad Plot No. 113, 5/5/72,
New Osmanpura, Aurangabad 431001.
- 2-A. Regional Manager,
Central Bank of India,
Plot No. P-56, M.I.D.C.,
Shyadri Chowk, Nagapur,
Ahmednagar.

3. Branch Manager,
Central Bank of India,
Kotul Branch, At Post Kotul,
Tq. Akole, Dist. Ahmednagar.

... **First Party.**

VERSUS

Balasaheb Arjun Brave,
Age : 40 years, Occu. : Nil,
At Post Kotul, Tq. Akole,
Dist. Ahmednagar.

... **Second Party.**

APPEARANCE :- Smt. T. T. Kakad, Ld. Adv. for First Party.
Shri. K.Y. Modgekar, Ld. Adv. for Second Party.

AWARD

(Delivered on 20/03/2025)

1. The Central Government, in exercise of its powers under Clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (for the sake of brevity, referred to as “the I.D. Act”), has referred the dispute between the parties for adjudication to this Industrial Tribunal, vide its order dated 09.01.2018.

2. The terms of Reference as per Schedule is as follows :-

“Whether the claim of the workman Shri. Balasaheb Arjun Brave, on the management of Central Bank of India, Kotul Branch (1858) for absorbing him in the post of permanent full time Safai Karamchhari is justified? If yes, to what relief the workman concerned is entitled to?”

For the sake of brevity, the Second Party Workman Shri. Balasaheb Arjun Brave will be referred to as ‘ the Workman’, and the First Party Central Bank of India will be referred to as the ‘the Bank’.

3. After the dispute was received for adjudication, notices were issued to the parties. In response thereof, the Workman has filed his Statement of Claim at Exh. U-3 and amended Statement of Claim at Exh. UA-1. The facts of the case as pleaded in the Statement of Claim by the Workman is crystallized as follows :-

i) Since the year 2002, the Workman was working with the Bank on daily wages as a Safai Karmachari / Unskilled Worker / Peon Class-IV.

ii) It is submitted that he has worked continuously since 2002 till 12.12.2017.

iii) Since 12.12.2017, he was illegally terminated from the service by oral order, without following due procedure of law.

iv) At the time of his termination, the legal provisions as provided under Sections 25-F, 25-G and 25-H, and Rules 80 and 81 of the I.D. Act are not followed. Therefore, the termination of the Workman is in breach of the provisions of the I.D. Act, and thus illegal.

v) It is submitted that as per the Rules applicable to the Bank, it is obligatory to grant permanency to the Workman who has worked for more than 45 days.

vi) During his service tenure, the Workman has completed 240 days of service each year. The nature of work performed by him is of permanent nature. He was performing the work like other permanent Safai Karmachari.

vii) However, no permanency was granted to him and he was not absorbed in permanent employment in breach of service Rules and agreement with the Union, on completion of 45 days of his service.

viii) The Workman submits that he is belonging to Nav Buddha Caste. His birth date is 01.06.1978, and his educational qualification is 10th pass.

ix) Other employees junior to the Workman are still retained in the services. Similarly after termination of the Workman, one Mr. Ganesh Pardeshi, a new employee is taken in service by the Bank at Kotul Branch.

x) The Workman, therefore, prays to set aside the oral termination order since 12.12.2017, and reinstatement him into service with continuity and full back wages with interest. It is also prayed that the Workman be absorbed in the service as a permanent employee.

4. The Bank filed its Written Statement at Exh. C-5, inter alia resisting the claim of the Workman as not maintainable. According to the Bank there is no cause of action for raising the dispute. There is no employer-

employee relationship between the Bank and the Workman, and therefore, the Workman has no locus standi to raise dispute.

5. It is further submitted that the Workman was never appointed by the Bank as its workman nor he has worked on permanent basis with the Bank. There is no question of terminating him orally on 12.12.2017. The Workman was appointed on daily wages for specific purpose as per availability of work. He was called to work whenever there was necessity. Since work was not available with the Bank, no work was provided to the Workman. The Workman, thereafter, secured permanent employment with more wages elsewhere, and therefore, he stopped coming for work on his own.

6. It is further submitted that there is Statutory Recruitment Rules applicable for appointment with the Bank. As per the Recruitment Rules, an advertisement is published and on application as per the advertisement, eligible candidates are required to appear for examination and on the basis of merit list of said exam, the recruitment is done. There is no Rule to grant absorption or permanency to the employee on completion of 45 days of service on daily wage.

7. The Bank submits that whenever there is availability of work, the Workman would be called and allotted work. The Workman being on daily wages, his contract of employment is for a particular day only, and therefore, it cannot be said that the Workman was or is entitled for permanency. Moreover, the Regional Manager is not appointing authority for the Bank.

8. With these contentions, it is prayed that the claim of the Workman be rejected.

9. Considering the above facts and circumstances, Issues have been framed by my Learned Predecessor at Exh. O-5, and I have given my findings on them, for the reasons stated below, are as under :-

Sr. No.	Issues	Findings
1.	Whether there exists employer-employee relation between the First Party and the Second Party.	Affirmative.
2.	Whether the claim of the Second Party Workman Mr. Balasaheb Arjun Brave, on the Management of Central Bank of India, Kotul Branch for absorbing him in the post of permanent full time Safai Karmachari, is justified?	Partly Affirmative.
3.	If yes, to what relief the Second Party Workman is entitled for?	As per final Award.

10. On behalf of the Workman, oral evidence is led at Exh. U-14 and Exh. U-25. The Workman has filed documents on record along with lists Exh. U-7, U-11, U-15, Exh. U-17 is a Inspection Report with statement attached, Exh. U-19, U-24, and Exh. U-26. On behalf of the Bank its Branch Manager is examined at Exh. C-9.

11. Heard Learned Advocate Mr. K. Y. Modgekar on behalf of the Workman, and Learned Advocate Mrs. T. T. Kakad on behalf of the Bank. Perused the order of Reference, Statement of Claim with amendment, Written Statement, oral as well as documentary evidence on record. Both the parties have relied upon case laws in respect of their respective contentions, which is also considered. Learned Advocate for both the parties took me through the entire oral as well as documentary evidence on record and vehemently argued the matter in support of their respective contentions.

12. Learned Advocate Mr. K.Y. Modgekar, on behalf of the Workman vehemently argued the matter and submitted that the Workman is illegally terminated from the service without following due process of law. He was in continuous employment with the Bank, and during his service tenure from 2002 till his termination in 2017, he has completed 240 days of service in each year. New person is employed on daily wages in his place. He further strenuously argued that as per the settlement with Union functioning in the Bank, it is agreed that daily wagger or casual employee who worked for more than 45 days would be absorbed in permanent service. However, the Bank has not complied with the terms of settlement with the Union. Therefore, the Workman is entitled for reinstatement in service with continuity and full back wages and also be absorbed as a permanent Safai Karmachari / Peon.

In support of his submissions, he relied upon the following case laws :-

- 1) *Jaggo V/s. Union of India and others, reported in 2025 (1) Bom.L.C. 261 (SC).*
- 2) *H.D. Singh V/s. Reserve Bank of India and others, Civil Appeal No. 6417/NL/1983 dated 10.09.1985.*
- 3) *Trade-Wings Limited V/s. Prabhakar Dattaram Phodkar of Bombay and Ors, reported in 1992 LR (1) 480.*
- 4) *Umesh Saxena V/s. Presiding Officer, Labour Court, Agra and others, reported in 1993 FLR (66) 566.*

- 5) *Divisional Secretary, Maharashtra State Board of Secondary and Secondary Education, Nagpur and another V/s. Mohd. Naim s/o Abdul Rahim, reported in 2009 (1) Bom. LC 453 (Bom).*
- 6) *Jayantibhai Raojibhai Patel V/s. Municipal Council, Narkhed, Civil Appeal No. 6188 of 2019, arising out of SLP (C) No. 8112 of 2019, dated 21.08.2019.*
- 7) *M.P. Electricity Board, Vidisha V/s. Hariram and another, reported in 2000 (87) FLR 750.*
- 8) *Samishta Dube V/s. City Board, Etawah & Another, reported in 1999 CLR 460.*
- 9) *General Manager, Telecom, Nagpur and others V/s. Naresh Brijlal Charote, reported in 2001 LAB I.C. 2127.*
- 10) *Gauri Shankar Vs. State of Rajasthan, reported in 2015 LLR 785.*
- 11) *Bright Export Limited v/s. Central Board of Trustee, EPF Organisation, reported in 2016 LLR 487.*
- 12) *Sanjay Kumar s/o Surendra Kumar Sharma V/s. Chief Executive Officer, Janpad Panchayat, Ratlam, reported in 2010 LLR 1065.*
- 13) *Central Welfare Board and Others V/s. Ms. Anjali Bepari and Others, reported in 1996 LLR 1089.*
- 14) *Vilas Agaji Pawar and others V/s. The Union of India Additional Solicitor General and Others, Writ Petition No. 379 of 2024 dated 12th January, 2024.*
- 15) *Chief Conservator of Forests, Pune (T) and another, V/s. Janabai Sonaba Sarpale, reported in 2019 (1) Bom.LC 18.*
- 16) *K.V. Durga Prasad & Ors. V/s. Sri. Durgamalleshwara Swami Vari Devasthanam Vijayawada & Ors., reported in 1996 LLR 329.*
- 17) *Spentex Industrial Limited V/s. Member, Industrial Court, Nagpur and others, reported in 2011 (131) FLR 843.*

13. Per contra, Learned Advocate Mrs. T. T. Kakad on behalf of the Bank has vehemently submitted that being a Nationalized Bank the Bank is governed by its Recruitment Rules. No recruitment or appointment in the Bank can be done without following due procedure of recruitment. The Workman cannot be allowed back door entry as claimed in this Reference. Further it was strenuously submitted that the Workman being a daily wager has no right of employment and further to be absorbed in the service. He was not terminated from the service. On the other hand, he himself stopped coming for work. The workman being a daily wager and not in regular employment with the Bank, cannot be said to be a Workman of the Bank, and therefore, lacking relationship between the Bank and the Workman of employer-employee, the demand of the Workman is without locus standi.

In support of her submissions, she relied upon the case in between *Secretary, State of Karnataka and Ors. V/s. Umadevi and others, reported in AIR 2006 SC 1806*. She also filed on record a copy of Judgment and Award dated 04.07.2019 passed in Reference (I.T.) No. 14 of 2015 by this Tribunal.

REASONS

As to Issue Nos. 1 to 3 :-

14. Before proceeding for adjudication, it is worthwhile to consider the *lis* between the parties which is referred to this Tribunal by the Appropriate Government.

15. Admittedly, as per the Order of Reference, the Reference is under Section 10(1)(d) of the I. D. Act by the Central Government.

Section 10(1)(d) reads as, “where the Central Government is of opinion that any Industrial Dispute exists or is apprehended, it may at any time by order in writing, refer the dispute or any matter appearing to be connected with or relevant to the dispute, whether it relates to any matter specified in the Second Schedule or the Third Schedule, to a Tribunal for adjudication.”

Therefore, in terms of this provision, the dispute between the parties is referred for adjudication.

16. Further as per Section 10(4) powers of the Tribunal to make an Award is restricted - (i) to the points of dispute referred for adjudication and (ii) to the points incidental thereto. Therefore, this Sub-section indicates that extent of jurisdiction of the adjudicatory Tribunal is confined to the points specified in the Order of Reference or matters incidental thereof.

The jurisdiction of a Tribunal springs from the order of Reference and it has to confine its adjudication to the specified Industrial Dispute and matters incidental thereof. This is beyond doubt on the language of Sub-section 4

itself and various decisions of Hon'ble Supreme Court and Hon'ble High Courts. Therefore, in view of the express language there can be no doubt that the Tribunal has no power to make an Award on points of dispute not referred for adjudication or on a point which is not incidental to the point of dispute referred for adjudication. It is not open for the Tribunal to travel beyond the terms of Reference. The Tribunal cannot expand its jurisdiction beyond the term of Reference as mentioned in the Schedule.

17. Having regard to the dictionary meaning of the word 'incidental', evidently matters which require independent consideration or treatment and have their own importance cannot be considered 'incidental'. The matters which are incidental to the Reference may, sometimes relate to questions which go to the root of the jurisdiction of Tribunal. For example, question relating to the nature of activity of the employer as to whether it constitutes an industry or not, question relating to maintainability etc. It is on the determination of this question that the jurisdiction of the Tribunal to adjudicate upon the Reference rests. Therefore, such questions may fall as matters incidental to Reference.

18. Adverting to the present Order of Reference dated 09.01.2018, the Schedule of Reference is for adjudication of the dispute as to "*Whether the claim of the workman Shri. Balasaheb Arjun Brave, on the management of Central Bank of India, Kotul Branch (1858) for absorbing him in the post of permanent full time Safai Karamchhari is justified? If yes, to what relief the workman concerned is entitled to?*" Therefore, considering the Schedule as above, the adjudication can only be confined to the dispute as referred for adjudication.

19. On considering the pleadings of the Workman and reliefs claimed in his Statement of Claim, it is quite apparent that he has pleaded and claimed relief regarding his alleged oral termination w.e.f. 12-12-2017, with a relief of reinstatement with continuity of service and full back wages. In his pleading he has also specifically pleaded that when he raised dispute to absorb him in services of the Bank, he was orally terminated from the services since 12-12-2017. Therefore, as on the date when dispute was raised, the Workman was not terminated, and therefore, the dispute of termination was not separately raised by him before concerned authority before the matter was Referred. The Order of Reference also do not refer any dispute regarding the alleged termination of the Workman w.e.f. 12-12-2017. Moreover, the said dispute regarding alleged termination of the Workman cannot be said to be an incidental issue. The same was not part of the dispute which was raised for adjudication and referred by this Reference. Therefore, considering the same would run counter to grain of the provisions of the I. D. Act.

20. Hence, in view of the above factual aspects and legal proposition, I am confining the present dispute for adjudication only as referred in the Schedule to Order of Reference dated 09.01.2018. My Learned Predecessor has also framed issues in terms of Schedule with an incidental issue as to "whether their exist employer-employee relationship between the First Party Bank and Second Party Workman?" Therefore, the *lis* between the parties is confined only to the Order of Reference and the entire pleadings and evidence which pertains to the alleged termination of the Workman is not considered and discussed in this Award.

21. It is not in dispute that the Workman was working with the Bank on daily wages as a Safai Karmachari, initially since 2002. The Workman has filed on record an inspection report at Exh. U-17. A chart is annexed with the said inspection report which reflects his working days from December-2015 to December-2017, and wages paid to him during this period. Another chart is annexed which reflects that the Workman has worked with the Bank, Kotul Branch in 2002 for 49 days, in 2004 for 3 days, in 2008 for 15 days, in 2009 for 5 days, in 2010 for 49 days, in 2011 for 116 days, and in 2012 for 186 days. Apart from this details of number of working days, nothing is placed on record by the parties. Therefore, this uncontroverted statement filed on record is considered as a conclusive proof to determine the tenure of employment of the Workman, and the number of days worked by him with the Bank. Apart from this details of number of working days, the witness on behalf of the Bank has categorically admitted that the Workman was initially appointed since 2007, and was paid wages till 12.12.2017.

22. It is also not in controversy that the Bank on 09.08.2012, entered into a memorandum of settlement with the All India Central Bank Employees' Federation (AICBEF) (Recognised Majority Union For Award Staff), by which it was agreed that temporary / casual workers engaged in various branches of the Bank all over India, would be allowed to participate in the recruitment process to be initiated in immediate future, but not in the subsequent process for selection to the post of Safai-Karmachari-cum-sub-staff on full time basis along with fresh candidates. The criteria for the casual workers engaged in various branches of the Bank to participate in the recruitment process was to produce his satisfactory proof acceptable to the Bank to show that such worker have been engaged in subordinate cadre (including as Safai Karmachari) and has put in a minimum 45 days service till a period of 12 months. Based on this settlement, the Workman is claiming absorption with the Bank.

23. Admittedly, the Bank is a Nationalized Bank. Admittedly, the recruitment in the Bank is governed by its Recruitment Rules. The Workman in his cross-examination has categorically admitted that the Bank is a Nationalized Bank functioning all over India. It is also admitted that the recruitment of employees in the Bank is through Central Office, and for the purpose of such recruitment, an advertisement is published with terms and conditions and requisite qualification. On the applications in response to the said advertisement, eligible candidates are selected who is to undergo written examination as well as oral interview. Thereafter, the candidate is selected and issued with order of

appointment. The Workman, at the time of entry to work as Safai Karmachari in the Bank, had not undergone any such recruitment process. This fact is also admitted by the Workman in his cross-examination. It is also admitted by him in his cross-examination that he was not issued with any written appointment order. He further admits that in response to the subsequent advertisement of recruitment dated 22.12.2023, the worker who had applied for such appointment were given relaxation in age, etc. However, the said advertisement could not reach its logical end and no recruitment could take place as per the said advertisement. A copy of such application by the Workman to the Bank for participation in the recruitment procedure in the year 2023 is filed on record along with list at Exh. U-26, at serial No. 7.

24. There is no doubt that the nature of work performed by the Workman is of continuous and permanent nature. The Workman in his oral evidence has specifically mentioned name of a person who is appointed as daily wager after his alleged termination. This fact is also admitted by the witness on behalf of the Bank in his cross-examination. The witness admits that one Mr. Prasad is working on daily wages in the Bank after discontinuing the Workman. He further admits that there is no permanent Sweeper or Peon in the Bank. Therefore, it is clear that as on today, no person is working in the Bank as a Sweeper / Peon on permanent basis. It is also clear that after discontinuing the Workman, he is replaced by another temporary / daily wage employee. The witness also admits that cleanliness in the Bank is a essential service.

25. Therefore, considering the oral evidence on record and on analysis of the same, the absorption of the Workman in the Bank, it being a Nationalized Bank, amenable to Service Rule and bound by the settlement with recognized Union, it would be legal, proper and justified to absorb the Workman in terms of memorandum of settlement dated 09.08.2012 with the recognized Union. The said memorandum of settlement is filed on record by the Workman at Exh. U-24, serial No. 6. Various communications by the Bank and the Union regarding implementation of the said settlement dated 09.08.2012 are also filed on record by the Workman along with list at Exh. U-24, at serial Nos. 1, 2, 3, 4, 11, 13 and 14. These documents filed on record, undisputedly exhibits that the settlement between the Bank and the recognized Union dated 09.08.2012 is not implemented as on today.

26. The similar issue as in the present Reference, regarding absorption of casual employees in the Bank as per the memorandum of settlement dated 09.08.2012 was dealt by the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad, the Hon'ble High Court of Judicature at Bombay Bench at Nagpur and the Hon'ble Supreme Court. The latest Judgment on this issue is by the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad in Writ Petition No. 379 of 2024, in which order is passed on 12.01.2024. In the said order dated 12.01.2024, the Hon'ble High Court has considered the Judgments in various Writ Petitions before the same Bench, before Hon'ble Bench at Nagpur and the Hon'ble Supreme Court.

27. The said Judgment is necessary for consideration and adjudication of the present dispute between the parties. In the facts as well as law, the Judgment in Writ Petition No. 379 of 2024 is squarely applicable to the dispute in this Reference. The Petitioners in the said Writ Petition were also working as Safai Karmachari (casual workers) with the Bank. The memorandum of settlement with the recognized Union dated 09.08.2012, permitting them to participate in the recruitment process on the post of Safai Karmachari on full time basis along with fresh candidate, was in issue.

28. The Hon'ble High Court considered the earlier orders of the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad in Writ Petition No. 14281 of 2019 between **Vilas Agaji Pawar and others V/s. Union of India and others** dated 30.08.2023. The Hon'ble High Court also considered the similar matter wherein the Petitioner had approached the Hon'ble High Court of Judicature at Bombay Bench at Nagpur vide Writ Petition No. 8275 of 2018 between **Sandip Pralhad Ingole and others V/s. Central Bank of India and others**. The said Writ Petition was decided and partly allowed vide Judgment and Order dated 08.07.2019. This Judgment of the Hon'ble Nagpur Bench was in challenge before the Hon'ble Supreme Court in Civil Appeal Nos. 2760 to 2761 of 2023. In the said Civil Appeal, the Hon'ble Supreme Court vide order dated 13.07.2023, confirmed the order of the Hon'ble High Court of Judicature at Bombay Bench At Nagpur.

29. At this stage it is necessary to reproduce the observations and conclusions of the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad in its Judgment dated 12.01.2024 in Writ Petition No. 379 of 2024. The relevant paragraphs which can be directly applicable to the present dispute and has nexus, are reproduced as follows :-

“9. It is, thus, obvious that the issue before this Court and as was the issue before the Nagpur Bench, is as regards the fate of these workers, who have been working for years together and have been shown to be casual workers as Safai Karmacharis/ Kamgars. While dealing with this issue, the case turns upon the clauses of the Memorandum of Settlement dated 09.08.2012 (hereinafter referred to as the "MoS") between the Respondent Bank and the recognized Union. As a background to the MoS, it needs mention that the Respondent Bank had decided to recruit subordinate staff with nomenclature as Safai Karmachari-cum-Sub Staff and/or Sub Staff. It is an admitted position that this Bank has been engaging temporaries and casual workers as Safai Karmacharis for decades together and at various branches all over India.

10. The recognized Union raised this issue on behalf of such employees and it was agreed between the parties vide the MoS that the Bank should initiate a "One Time Measure" (hereinafter referred to as the "OTM") for considering these workers for regularization. It is an admitted position, as set out in the MoS,

that the Bank decided to adopt a "Pro Employee Initiative" and converted the Permanent Part Time Safai Karmacharis (PTSKs) into full time workers with the designation Safai Karmachari-cum- Sub Staff w.e.f. 01.04.2011. This was the mode adopted with regard to those temporaries, who were earlier working for decades and thereafter, their nomenclature was changed to Permanent Part Time Safai Karmacharis (PTSKs). We have every reason to be astonished by this definition since no provision under the Industrial Disputes Act, 1947 and presently, the Industrial Relations Code, 2020, has created any new category of workers as Permanent Part Time Safai Karmacharis.

11. The MoS indicates that the Bank decided to recruit Safai Kamgars by following the due process as a 'One Time Measure'. The recognized Union persuaded the Bank to adopt a humane approach and provide an opportunity to such temporaries/ casual workers to settle their grievances/ disputes / demands through an out of court mechanism. Keeping this in focus, the recognized Union and the Respondent Bank agreed on the following modalities:-

"WHEREAS after a series of discussions, it has since been agreed by and between the Management and All India Central Bank Employees' Federation (AICBEF) (Recognised Majority Union for Award Staff) that as a one time measure such temporary/casual workers so engaged by various branches within the guidelines of Central Office Management will be allowed to participate in the Recruitment Process which will be Initiated. In the Immediate future (but not in the subsequent processes, if any) for selection to the post of sub-ordinate staff with the designation 'Safai Karmachari-cum- sub-staff' and/or 'Sub-staff', on Full-Time basis (as per the eligibility criteria) alongwith fresh candidates, subject to fulfilling all the following conditions:

(i) Such temporary/casual worker should have been engaged in sub-ordinate cadre (including as Safai Karmachari) and have put in a minimum 45 days service during a continuous period of 12 months:

(ii) The age of the candidate should have been between 18 to 26 (relaxable in eligible categories as per rules) when they were initially engaged as temporary/casual worker.

(iii) The age of the candidate as on the date of this Settlement should not have been more than 45 years, Irrespective of category (i.e., SC/ST/OBC/GEN.)

(iv) The candidate should produce satisfactory proof acceptable to the Bank in support of his/her claim of having worked with the bank on temporary/casual basis for a minimum 45 days in a continuous period of 12 months.

(v) The Registration for employment with Employment Exchange by the candidate is preferred, but not essential. Accordingly, the candidates having valid Registration with Employment Exchanges should attach the duly attested cards/proof to this effect, at the time of applying for the post in terms of this Settlement.

(vi) In case of the candidate had hitherto filled cases in Courts/ALC 'RLC/CGIT etc. seeking absorption in permanent employment in the Bank and such cases are still pending for final disposal, such candidates should willingly and unconditionally withdraw such cases filed by them before different fora prior to applying for participating in the Recruitment Process in which they are so allowed to participate in terms of this Settlement for the post of Safai Karmachari-cum-sub-staff' and/or 'Sub-staff', subject to otherwise being eligible as per the eligibility criteria prescribed for respective post, and @ declaration to this effect should be Given along with an undertaking that he/she would abide by the results of the recruitment process.

(vii) Notwithstanding what is stated above, where there are Awards/ judgments of any Tribunal / Courts directing the Bank to include and consider any candidate! while conducting future process, such candidates would be considered and allowed to appear in the interview process initiated in pursuance of this Settlement irrespective of the age and other eligibility criteria provided under this Settlement subject however that in any case the age at the time of interview should not be above 60 years.

(viii) The Recruitment for the post of 'Safai Karmachari-cum-sub'staff' end 'Sub-staff' under this dispensation (i.e., for fresh candidates and also the candidates hitherto worked as temporary/causal worker and being eligible to apply for the same under this Settlement), shall be done through personal Interview of the eligible candidates by Committee/s to be constituted by the Management.

It is also agreed mutually that out of the vacancies of 'Sub-staff' so identified to be filled in through the Recruitment Process that will be initiated in immediate future, the existing 'Safai Karmachari cum-sub-staff' will be considered for conversion as 'Sub-staff' (Peon) (after following the due Process of conversion) to the extent of 25% of vacancies of 'Sub- staff' (as per the relevant guidelines of Government of India) under this Recruitment process only.

It is mutually understood and agreed that allowing the temporary/casual workers (being otherwise eligible to participate under this Settlement) alongwith the immediate Recruitment Process which will be conducted for selection of 'Safai Karmachari-cum-sub staff' and/or 'Sub-staff', is a one-time measure applicable only

for this process under this Settlement and shall not be quoted as a precedent, in future. Further, such temporary/casual workers who do not apply for the process under this dispensation (being otherwise eligible to participate under this Settlement) for the reasons what-so-ever and/or those who, having participated in the process but could not be selected therein, have no right/claim what-so-ever to be called again for such process in succession or in future.

It is understood and agreed that the provisions of this settlement shall supercede the provisions of all previous settlements, if any, In this regard."

ONE TIME MEASURE- LEGAL PROCESS

13. It does not call for any debate that the judgment delivered by the Honourable Supreme Court (five Judges Bench) in Secretary, State of Karnataka and others vs. Umadevi and others, (2006) 4 SCC 1, paved the way for regularization of long working temporaries/ casuals by introducing the principle of 'One Time Measure' (OTM). By the said judgment, the Honourable Supreme Court concluded that such OTM would be for those persons, who have been working regularly, though appointed irregularly. It has been clarified that distinction between "irregular appointments" and "illegal appointments" would be that irregular appointments are of those category of employees, who are not selected through a regular selection process, but are otherwise legally eligible to be appointed. Illegal appointments would include those persons, who may have been appointed through the regular process, but were inherently ineligible to be appointed. The Honourable Supreme Court also dealt with the aspect of legitimate expectation of long standing temporaries/ casual workers. It was then concluded that OTM shall be adopted by the concerned Authority to ensure that such appointments are regularized.

14. There is no dispute that the Respondent Bank and the recognized Union arrived at the MoS for introducing OTM for temporaries/ casuals. -----."

15. Before the Nagpur Bench, in Sandip Pralhad Ingole (supra), it was concluded that the Bank is a public sector undertaking and is obliged to perform a duty to act legally, reasonably and ensure fulfillment of it's commitments under the industrial agreement. It is beyond debate that the settlement with a recognized union assumes a character of a supreme document and that binds not only the signatories to the settlement, but the entire establishment. The Nagpur Bench concluded that the Bank was under a commitment to honour the MoS. Earlier recruitment drive was cancelled/ aborted by the communication dated 04.07.2014. Since then, this is the first recruitment process vide the impugned advertisement published on the website of the Respondent Bank titled as "Recruitment of Safai Karmachari-cum-Sub-Staff and/or Sub Staff 2024-2025". Insofar as the Petitioners and similarly placed persons in the State of Maharashtra are concerned, the Bank published a notice in daily Marathi "Loksatta". It is, thus, apparent that after more than 11 years, the Respondent Bank has decided to adopt OTM for recruiting Safai Karmacharis and Sub Staff.

16. It is strenuously canvassed on behalf of the Respondent Bank that none of these candidates have completed 240 days in continuous employment. Each one of them used to work for various spells over a period of two months, three months or more and were replaced by a different batch of Safai Karmacharis. Naturally, this raises a question as to whether, the work of Safai Karmacharis was a seasonal employment with the Respondent Bank. This defies logic. It cannot be disputed that sweeping and cleaning the establishments and branches of the Respondent Bank is a continuous nature of work having a perennial character. By no stretch of imagination can it be termed or even attempted to be branded as seasonal employment. If the work of cleaning and sweeping the establishments and branches is of a perennial character, any argument contending that one batch of Safai Karmacharis worked for a particular duration to be replaced by another batch of Safai Karmacharis for another spell/ duration, has to be rejected outright keeping in view the law laid down by the Honourable Supreme Court in H.D. Singh vs. Reserve Bank of India and others, (1985) 4 SCC 201, State of Haryana and others vs. Piara Singh and others, (1992) 4 SCC 118 and Bajaj Auto Ltd. vs. Bhojane Gopinath D., 2004 I CLR 502.

17. The judgment of the Nagpur Bench in Sandip Pralhad Ingole (supra) was sought to be reviewed and there is no dispute that the Review Application was dismissed vide the order dated 08.02.2021. The judgment was carried to the Honourable Supreme Court by the Respondent Bank in Civil Appeal Nos.2760-2761/2023 and by order dated 13.07.2023, the Civil Appeals preferred by the Respondent Bank were dismissed with a reasoned order, which reads thus:-

"These appeals arise out of the orders dated 08.07.2019 and 08.02.2021 passed by the High Court of Judicature at Bombay, Nagpur Bench, in W.P. No. 8275 of 2018 and MCAST No. 19326 of 2019 respectively. The High Court, while allowing the writ petition, issued certain directions relying upon the Memorandum of Settlement dated 09.08.2012 entered into between the Management- Bank and the Employees' Federation which prompted/culminated into the Management- Bank issuing a Circular Letter No. CO:HRD:IRP:2012:13:17 dated 14.08.2012. The directions read as follows:-

"i. The writ petition is partly allowed.

ii. *We direct to the respondent bank to fulfil its obligation under the Memorandum of Settlement dated 9th August, 2012 imposing a duty to initiate the recruitment process only as one time measure for selecting, from amongst casual and temporary workers, "Safai Karmachari cum Sub Staff" on full time basis within a period of six months from the date of the receipt of order.*

iii. *By issuing such directions, we have not taken away discretion of the bank to determine the availability of the vacancies and to adopt a particular procedure for making recruitments or select or reject candidates on the basis of performance and on merit and other similar factors.*

iv. *Rule is made absolute in these terms. No order as to costs."*

As per the said Memorandum of Settlement, it was agreed that the temporary and casual workers engaged in the Bank and who have put in a minimum 45 days' service during a continuous period of 12 months may be permitted to participate in the ensuing recruitment process for the selection of "Safai Karmachari-cum-sub-staff" and/or 'Sub- Staff' as a one-time measure.

Considering the said Memorandum of Settlement, the High Court found that though there was some delay in moving the writ petition, but looking to the obligation of the Bank, as agreed, which has not been discharged in its right perspective, the above directions were issued. In fact, the High Court found that to fulfill the obligations under the Memorandum of Settlement, the Bank had indeed initiated recruitment process for selection of "Safai Karmachari-cum-sub-staff", but midway through, the process of recruitment was cancelled for some of the regions.

In the said context, while allowing the writ petition, it was directed that the Bank shall fulfil its obligations under the Memorandum of Settlement dated 09.08.2012 and initiate the recruitment process only as a one-time measure for selecting from amongst the casual/ temporary workers, 'Safai Karmachari-cum- sub-staff' on full time basis within a period of six months from the receipt of the order.

The High Court has further observed that, while issuing such a direction, the right of the Bank to determine the availability of the vacancies and to adopt a particular procedure for making recruitments or select or reject candidates on the basis of performance and on merit and other similar factors, has not been taken away.

After hearing Shri Dhruv Mehta, learned senior counsel for the appellant-Bank and Mr. Rituraj Biswas, learned counsel for the respondents, and considering the contents of the Memorandum of Settlement and the obligation, which is required to be discharged by the Bank, we are of the opinion that the Management Bank has not honoured its commitment given under the Memorandum of Settlement. In fact, the Bank had taken steps to initiate the recruitment process in furtherance of the Settlement and by a subsequent communication cancelled the process selectively for some of the regions. The High Court, while allowing the petition, directed the Bank to fulfil its obligation within the time stipulated therein by the impugned order(s). In our view, the High Court has not committed any error, while dealing with the terms of the Memorandum of Settlement in passing the impugned order(s).

In view of the foregoing, we are not inclined to interfere with the order(s) impugned. The appeals are, accordingly, dismissed. However, the process of selection, as directed by the High Court, may now be completed within a period of six months from today.

Pending interlocutory application(s), if any, is/are disposed of."

18. *In view of the above, it is apparent that the Honourable Supreme Court concluded, in it's above reproduced order dated 13.07.2023, that "In the said context, while allowing the writ petition, it was directed that the Bank shall fulfil its obligations under the Memorandum of Settlement dated 09.08.2012 and initiate the recruitment process only as a one-time measure for selecting from amongst the casual/ temporary workers, 'Safai Karmachari-cum-sub-staff' on full time basis within a period of six months from the receipt of the order." It was further noted that the High Court had permitted the Bank to adopt a particular procedure for selecting or rejecting candidates on the basis of the performance and merit. The Honourable Supreme Court, thereafter, recorded that "we are of the opinion that the Management Bank has not honoured its commitment given under the Memorandum of Settlement. In fact, the Bank had taken steps to initiate the recruitment process in furtherance of the Settlement and by a subsequent communication cancelled the process selectively for some of the regions. The High Court, while allowing the petition, directed the Bank to fulfil its obligation within the time stipulated therein by the impugned order(s). In our view, the High Court has not committed any error, while dealing with the terms of the Memorandum of Settlement in passing the impugned order(s)".*

19. *It is, thus, crystal clear that the OTM was meant only for those Safai Karmacharis or Sub-Staff, who were already working with the Bank. These directions of the Honourable Supreme Court read with the law laid down in Umadevi (supra), lead to a sine-qua-non that the only option available for the Bank was to*

ensure that the long serving employees as like the Petitioners at it's various establishments and branches in India, were considered for the OTM.

CONCLUSIONS

27. -----.

28. *Considering the view expressed by this Court at Aurangabad in the order dated 30.08.2023 (supra), the order of the Nagpur Bench dated 08.07.2019 (supra) and the observations of the Honourable Supreme Court in the order dated 13.07.2023 reproduced above, we deem it appropriate to direct the Respondent Bank to lend a literal meaning to the term "One Time Measure" and initiate the recruitment process for those employees, who are working as Safai Karmacharis/ temporaries/ casuals in the Safai Karmachari cadre and Sub- Staff cadre in view of the MoS. It is also mentioned in the MoS (reproduced above) that after such OTM, these candidates would not be allowed to participate in the recruitment process which would be initiated by the Respondent Bank subsequently."*

30. These observations and conclusions of the Hon'ble High Court clearly covers the case of the Workman for absorption. There cannot be any deviation than what is concluded by the Hon'ble High Court as above, except for implementation of terms and conditions in the memorandum of settlement with the recognized Union, which is the service conditions between the parties. No other provisions of the I.D. Act or service Rules provides for such absorption in service of the Bank, as claimed by the Workman.

31. Advertisement for recruitment as a Safai Karmachari / Sub-staff / Peon published in the year 2024-25, is not yet proceeded with. It has also come on record that there are many posts of Safai Karmachari to be filled in the Kotul Branch (1858), but as on today, there is no permanent Safai Karmachari or Peon. However, such post is in existence and it needs to be filled permanently by adhering to the recruitment process and by adhering to the memorandum of settlement of 2012 with the recognized Union.

32. I have considered the case laws filed on behalf of the both parties. The case laws filed by both the parties are all considered by the Hon'ble High Court in its Judgment dated 12.01.2024 in Writ Petition No. 379 of 2024, on which I have placed my heavy reliance, and therefore, the case laws relied by both the parties are already considered.

33. On behalf of the Workman, certain other case laws are relied upon, which deal with termination of service and compliance of the provisions of the I.D. Act pertaining to retrenchment by the employer. However, as observed earlier, the issue of alleged termination of the Workman is not within the scope of this Reference. Therefore, the case laws in respect of retrenchment / termination are not relevant to the subject matter of the dispute.

34. In view of the above, Issue No. 1 regarding existence of relationship of employer and employee between the Workman and the Bank is proved and answered in Affirmative. Issue No. 2 is answered partly in affirmative. For issue No. 3, I pass the following Order.

ORDER

1. The Reference is answered partly in affirmative.

2. The claim of the Workman Shri. Balasaheb Arjun Brave on the Management of the Bank, Kotul Branch (1858), for absorbing him on the post of permanent full time Safai Karmachari is justified, subject to his participation in the recruitment process and in terms of the memorandum of settlement dated 09.08.2012 with the recognized Union.

3. The Workman Shri. Balasaheb Arjun Brave is entitled for absorption on the post of Safai Karmachari / Sub-staff or in other similar post, on participation in immediate recruitment process which would be initiated by the Bank.

4. The Bank is further directed to consider the Second Party Workman in the recruitment process in accordance with the terms of memorandum of settlement dated 09.08.2012, and if eligible and suitable, grant him appointment on permanent basis.

5. No order as to costs.

6. Copies of this Award be sent to Government of India, Ministry of Labour, New Delhi for publication and further necessary action.

SAMEENA ABDULMAJID KHAN, Member

Date : 20.03.2025.

Industrial Court, Ahmednagar.

Argued on: 06.03.2025.

Judgment dictated on : 20.03.2025.

Judgment transcribed on: 26.03.2025.

Judgment checked & signed on: 27.03.2025.

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 642.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय अहमदनगर के पंचाट (04/2018) प्रकाशित करती है।

[सं. एल - 12012/75/2017-आई आर ((बी-II))]

सलोनी, उप निदेशक

New Delhi, the 23rd April, 2025

S.O. 642.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 04/2018) of the *Indus.Tribunal-cum-Labour Court Ahmednagar* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12012/75/2017- IR(B-II)]

SALONI, Dy. Director

ANNEXURE**IN THE INDUSTRIAL COURT AT AHMEDNAGAR.****BEFORE SAMEENA KHAN, MEMBER.****Reference (I.T.) No. 04/2018.**

(CNR – MHIC-160000182018)

1. Zonal Manager,
Central Bank of India,
317, M.G. Road,
Pune – 411011.
2. Regional Manager,
Central Bank of India,
Regional Office,
Aurangabad Plot No. 113, 5/5/72,
New Osmanpura, Aurangabad 431001.
3. Branch Manager,
Central Bank of India,
Branch – P.M.T. Loni, At Post Loni,
Tq. Rahata, Dist. Ahmednagar.

... **First Party.****VERSUS**

Kiran Suryabhan Kadu,
Age : 37 years, Occu. : Service,
At Post Pathare Budruk,
(Datta Mandir Kadu Wasti),
Tq. Rahata, Dist. Ahmednagar.

... **Second Party.**

APPEARANCE:- Smt. T. T. Kakad, Ld. Adv. for First Party.
Shri. K.Y. Modgekar, Ld. Adv. for Second Party.

AWARD**(Delivered on 20/03/2025)**

1. The Central Government, in exercise of its powers under Clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (for the sake of brevity, referred to as “the I.D. Act”), has referred the dispute between the parties for adjudication to this Industrial Tribunal, vide its order dated 09.01.2018.

2. The terms of Reference as per Schedule is as follows :-

“Whether the claim of the workman Shri. Kiran Suryabhan Kadu, on the management of Central Bank of India, PMT Loni, Utility Complex Branch for absorbing him in the post of permanent full time Safai Karamchhari is justified? If yes, to what relief the workman concerned is entitled to?”

For the sake of brevity, the Second Party Workman Shri. Kiran Suryabhan Kadu will be referred to as ‘the Workman’, and the First Party Central Bank of India will be referred to as the ‘the Bank’.

3. After the dispute was received for adjudication, notices were issued to the parties. In response thereof, the Workman has filed his Statement of Claim at Exh. U-3. The facts of the case as pleaded in the Statement of Claim by the Workman is crystallized as follows :-

i) Since 01.01.2004, the Workman is working with the Bank on daily wages as a Safai Karmachari / Unskilled Worker / Peon Class-IV.

ii) It is submitted that he has worked continuously since January-2004 till filing of the Statement of Claim.

iii) The legal provisions as provided under Sections 25-F, 25-G and 25-H, and Rules 80 and 81 of the I.D. Act are applicable to the Bank.

iv) It is submitted that as per the Rules applicable to the Bank, it is obligatory to grant permanency to the Workman who has worked for more than 45 days.

v) During his service tenure, the Workman has completed 240 days of service each year. The nature of work performed by him is of permanent nature. He was performing the work like other permanent Safai Karmachari.

vi) However, no permanency was granted to him and he was not absorbed in permanent employment in breach of service Rules and agreement with the Union, on completion of 45 days of his service.

vii) The Workman submits that he is belonging to Hindu Maratha Caste. His birth date is 19.05.1981, and his educational qualification is 10th pass.

viii) Other employees junior to the Workman are still retained in the services.

ix) The Workman, therefore, prays to be absorbed him in the service as a permanent employee with consequential benefits.

4. The Bank filed its Written Statement at Exh. C-5, inter alia resisting the claim of the Workman as not maintainable. According to the Bank there is no cause of action for raising the dispute. There is no employer-employee relationship between the Bank and the Workman, and therefore, the Workman has no locus standi to raise dispute.

5. It is further submitted that the Workman was never appointed by the Bank as its workman nor he has worked on permanent basis with the Bank. The Workman is appointed on daily wages for specific purpose as per availability of work. He is called to work whenever there was necessity.

6. It is further submitted that there is Statutory Recruitment Rules applicable for appointment with the Bank. As per the Recruitment Rules, an advertisement is published and on application as per the advertisement, eligible candidates are required to appear for examination and on the basis of merit list of said exam, the recruitment is done. There is no Rule to grant absorption or permanency to the employee on completion of 45 days of service on daily wage.

7. The Bank submits that whenever there is availability of work, the Workman would be called and allotted work. The Workman being on daily wages, his contract of employment is for a particular day only, and therefore, it cannot be said that the Workman was or is entitled for permanency. Moreover, the Regional Manager is not appointing authority for the Bank.

8. With these contentions, it is prayed that the claim of the Workman be rejected.

9. Considering the above facts and circumstances, Issues have been framed by my Learned Predecessor at Exh. O-5, and I have given my findings on them, for the reasons stated below, are as under :-

Sr. No.	Issues	Findings
1.	Whether there exists employer-employee relation between the First Party and the Second Party.	Affirmative.
2.	Whether the claim of the Second Party Workman Mr. Kiran Suryabhan Kadu, on the Management of Central Bank of India, PMT Loni, Utility Complex Branch for absorbing him in the post of permanent full time Safai	Partly Affirmative.

	Karmachari, is justified?	
3.	If yes, to what relief the Second Party Workman is entitled for?	As per final Award.

10. On behalf of the Workman, oral evidence is led at Exh. U-20 and Exh. U-25. The Workman has filed documents on record along with lists Exh. U-7, U-11, Exh. U-13 is a Inspection Report with statement attached, Exh. U-15, U-18, Exh. U-19 and Exh. U-22. On behalf of the Bank its Branch Manager is examined at Exh. C-11.

11. Heard Learned Advocate Mr. K. Y. Modgekar on behalf of the Workman, and Learned Advocate Mrs. T. T. Kakad on behalf of the Bank. Perused the order of Reference, Statement of Claim, Written Statement, oral as well as documentary evidence on record. Both the parties have relied upon case laws in respect of their respective contentions, which is also considered. Learned Advocate for both the parties took me through the entire oral as well as documentary evidence on record and vehemently argued the matter in support of their respective contentions.

12. Learned Advocate Mr. K.Y. Modgekar, on behalf of the Workman vehemently argued the matter and submitted that the Workman is in continuous employment with the Bank, and during his service tenure from 2004 till this date, he has completed 240 days of service in each year. He further strenuously argued that as per the settlement with Union functioning in the Bank, it is agreed that daily wager or casual employee who worked for more than 45 days would be absorbed in permanent service. However, the Bank has not complied with the terms of settlement with the Union. Therefore, the Workman is entitled for absorption as a permanent Safai Karmachari / Peon.

In support of his submissions, he relied upon the following case laws :-

- 1) *Jaggo V/s. Union of India and others, reported in 2025 (1) Bom.L.C. 261 (SC).*
- 2) *H.D. Singh V/s. Reserve Bank of India and others, Civil Appeal No. 6417/NL/1983 dated 10.09.1985.*
- 3) *Trade-Wings Limited V/s. Prabhakar Dattaram Phodkar of Bombay and Ors, reported in 1992 LR (1) 480.*
- 4) *Umesh Saxena V/s. Presiding Officer, Labour Court, Agra and others, reported in 1993 FLR (66) 566.*
- 5) *Divisional Secretary, Maharashtra State Board of Secondary and Secondary Education, Nagpur and another V/s. Mohd. Naim s/o Abdul Rahim, reported in 2009 (1) Bom. LC 453 (Bom).*
- 6) *Jayantibhai Raojibhai Patel V/s. Municipal Council, Narkhed, Civil Appeal No. 6188 of 2019, arising out of SLP (C) No. 8112 of 2019, dated 21.08.2019.*
- 7) *M.P. Electricity Board, Vidisha V/s. Hariram and another, reported in 2000 (87) FLR 750.*
- 8) *Samishta Dube V/s. City Board, Etawah & Another, reported in 1999 CLR 460.*
- 9) *General Manager, Telecom, Nagpur and others V/s. Naresh Brijlal Charote, reported in 2001 LAB I.C. 2127.*
- 10) *Gauri Shankar Vs. State of Rajasthan, reported in 2015 LLR 785.*
- 11) *Bright Export Limited v/s. Central Board of Trustee, EPF Organisation, reported in 2016 LLR 487.*
- 12) *Sanjay Kumar s/o Surendra Kumar Sharma V/s. Chief Executive Officer, Janpad Panchayat, Ratlam, reported in 2010 LLR 1065.*
- 13) *Central Welfare Board and Others V/s. Ms. Anjali Bepari and Others, reported in 1996 LLR 1089.*
- 14) *Vilas Agaji Pawar and others V/s. The Union of India Additional Solicitor General and Others, Writ Petition No. 379 of 2024 dated 12th January, 2024.*
- 15) *Chief Conservator of Forests, Pune (T) and another, V/s. Janabai Sonaba Sarpale, reported in 2019 (1) Bom.LC 18.*
- 16) *K.V. Durga Prasad & Ors. V/s. Sri. Durgamalleshwara Swami Vari Devasthanam Vijayawada & Ors., reported in 1996 LLR 329.*
- 17) *Spentex Industrial Limited V/s. Member, Industrial Court, Nagpur and others, reported in 2011 (131) FLR 843.*

13. Per contra, Learned Advocate Mrs. T. T. Kakad on behalf of the Bank has vehemently submitted that being a Nationalized Bank the Bank is governed by its Recruitment Rules. No recruitment or appointment in the Bank can be done without following due procedure of recruitment. The Workman cannot be allowed back door entry as claimed in this Reference. Further it was strenuously submitted that the Workman being a daily wager has no right of

employment and further to be absorbed in the service. The workman being a daily wager and not in regular employment with the Bank, cannot be said to be a Workman of the Bank, and therefore, lacking relationship between the Bank and the Workman of employer-employee, the demand of the Workman is without locus standi.

In support of her submissions, she relied upon the case in between *Secretary, State of Karnataka and Ors. V/s. Umadevi and others, reported in AIR 2006 SC 1806*. She also filed on record a copy of Judgment and Award dated 04.07.2019 passed in Reference (I.T.) No. 14 of 2015 by this Tribunal.

REASONS

As to Issue Nos. 1 to 3 :-

14. Before proceeding for adjudication, it is worthwhile to consider the *lis* between the parties which is referred to this Tribunal by the Appropriate Government.

15. Admittedly, as per the Order of Reference, the Reference is under Section 10(1)(d) of the I. D. Act by the Central Government.

Section 10(1)(d) reads as, “where the Central Government is of opinion that any Industrial Dispute exists or is apprehended, it may at any time by order in writing, refer the dispute or any matter appearing to be connected with or relevant to the dispute, whether it relates to any matter specified in the Second Schedule or the Third Schedule, to a Tribunal for adjudication.”

Therefore, in terms of this provision, the dispute between the parties is referred for adjudication.

16. Further as per Section 10(4) powers of the Tribunal to make an Award is restricted - (i) to the points of dispute referred for adjudication and (ii) to the points incidental thereto. Therefore, this Sub-section indicates that extent of jurisdiction of the adjudicatory Tribunal is confined to the points specified in the Order of Reference or matters incidental thereof.

The jurisdiction of a Tribunal springs from the order of Reference and it has to confine its adjudication to the specified Industrial Dispute and matters incidental thereof. This is beyond doubt on the language of Sub-section 4 itself and various decisions of Hon'ble Supreme Court and Hon'ble High Courts. Therefore, in view of the express language there can be no doubt that the Tribunal has no power to make an Award on points of dispute not referred for adjudication or on a point which is not incidental to the point of dispute referred for adjudication. It is not open for the Tribunal to travel beyond the terms of Reference. The Tribunal cannot expand its jurisdiction beyond the term of Reference as mentioned in the Schedule.

17. Having regard to the dictionary meaning of the word 'incidental', evidently matters which require independent consideration or treatment and have their own importance cannot be considered 'incidental'. The matters which are incidental to the Reference may, sometimes relate to questions which go to the root of the jurisdiction of Tribunal. For example, question relating to the nature of activity of the employer as to whether it constitutes an industry or not, question relating to maintainability etc. It is on the determination of this question that the jurisdiction of the Tribunal to adjudicate upon the Reference rests. Therefore, such questions may fall as matters incidental to Reference.

18. Adverting to the present Order of Reference dated 09.01.2018, the Schedule of Reference is for adjudication of the dispute as to “*Whether the claim of the workman Shri. Kiran Suryabhan Kadu, on the management of Central Bank of India, PMT Loni, Utility Complex Branch for absorbing him in the post of permanent full time Safai Karamchari is justified? If yes, to what relief the workman concerned is entitled to?*” Therefore, considering the Schedule as above, the adjudication can only be confined to the dispute as referred for adjudication.

19. On considering the pleadings of the Workman and reliefs claimed in his Statement of Claim, it is quite apparent that he has pleaded and also claimed relief regarding equal pay for equal work. The same was not part of the dispute which was raised for adjudication and referred by this Reference. Therefore, considering the same would run counter to grain of the provisions of the I. D. Act.

20. Hence, in view of the above factual aspects and legal proposition, I am confining the present dispute for adjudication only as referred in the Schedule to Order of Reference dated 09.01.2018. My Learned Predecessor has also framed issues in terms of Schedule with an incidental issue as to “whether their exist employer-employee relationship between the First Party Bank and Second Party Workman?” Therefore, the *lis* between the parties is confined only to the Order of Reference and discussed in this Award.

21. It is not in dispute that the Workman was working with the Bank on daily wages as a Safai Karmachari, initially since 2004. The Workman has filed on record an inspection report at Exh. U-13. A chart is annexed with the said inspection report which reflects his working days from January-2004 to December-2004, and wages paid to him during this period which reflects that the Workman has worked with the Bank, P.M.T. Loni Branch in January-2004 for 02 days, in March-2004 for 10 days, in April-2004 for 09 days, in May-2004 for 05 days, in June-2004 for 04 days, in August-2004 for 04 days, in October-2004 for 05 days, in November-2004 for 05 days, and in

December-2004 for 06 days. Apart from this details of number of working days, the witness on behalf of the Bank has categorically admitted that the Workman was initially appointed since 01.01.2004, and was paid wages till 2018.

22. It is also not in controversy that the Bank on 09.08.2012, entered into a memorandum of settlement with the All India Central Bank Employees' Federation (AICBEF) (Recognised Majority Union For Award Staff), by which it was agreed that temporary / casual workers engaged in various branches of the Bank all over India, would be allowed to participate in the recruitment process to be initiated in immediate future, but not in the subsequent process for selection to the post of Safai-Karmachari-cum-sub-staff on full time basis along with fresh candidates. The criteria for the casual workers engaged in various branches of the Bank to participate in the recruitment process was to produce his satisfactory proof acceptable to the Bank to show that such worker have been engaged in subordinate cadre (including as Safai Karmachari) and has put in a minimum 45 days service till a period of 12 months. Based on this settlement, the Workman is claiming absorption with the Bank.

23. Admittedly, the Bank is a Nationalized Bank. Admittedly, the recruitment in the Bank is governed by its Recruitment Rules. The Workman in his cross-examination has categorically admitted that the Bank is a Nationalized Bank functioning all over India. It is also admitted that the recruitment of employees in the Bank is through Central Office, and for the purpose of such recruitment, an advertisement is published with terms and conditions and requisite qualification. On the applications in response to the said advertisement, eligible candidates are selected who is to undergo written examination as well as oral interview. Thereafter, the candidate is selected and issued with order of appointment. The Workman, at the time of entry to work as Safai Karmachari in the Bank, had not undergone any such recruitment process. This fact is also admitted by the Workman in his cross-examination. It is also admitted by him in his cross-examination that he was not issued with any written appointment order. He further admits that in response to the subsequent advertisement of recruitment dated 22.12.2023, the worker who had applied for such appointment were given relaxation in age, etc. However, the said advertisement could not reach its logical end and no recruitment could take place as per the said advertisement. A copy of such application by the Workman to the Bank for participation in the recruitment procedure in the year 2023 is filed on record along with list at Exh. U-22, at serial No. 7.

24. There is no doubt that the nature of work performed by the Workman is of continuous and permanent nature. The Workman in his oral evidence has specifically mentioned names of persons who are retained in service. This fact is also admitted by the witness on behalf of the Bank in his cross-examination. The witness admits that one Mr. Sunil Bire is working on daily wages in the Bank. He further admits that there is no permanent Sweeper or Peon in the Bank. Therefore, it is clear that as on today, no person is working in the Bank as a Sweeper / Peon on permanent basis. The witness also admits that cleanliness in the Bank is a essential service.

25. Therefore, considering the oral evidence on record and on analysis of the same, the absorption of the Workman in the Bank, it being a Nationalized Bank, amenable to Service Rule and bound by the settlement with recognized Union, it would be legal, proper and justified to absorb the Workman in terms of memorandum of settlement dated 09.08.2012 with the recognized Union. The said memorandum of settlement is filed on record by the Workman at Exh. U-18, serial No. 12. Various communications by the Bank and the Union regarding implementation of the said settlement dated 09.08.2012 are also filed on record by the Workman along with list at Exh. U-18, at serial Nos. 1, 2, 3, 4, 11, 13 and 14. These documents filed on record, undisputedly exhibits that the settlement between the Bank and the recognized Union dated 09.08.2012 is not implemented as on today.

26. The similar issue as in the present Reference, regarding absorption of casual employees in the Bank as per the memorandum of settlement dated 09.08.2012 was dealt by the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad, the Hon'ble High Court of Judicature at Bombay Bench at Nagpur and the Hon'ble Supreme Court. The latest Judgment on this issue is by the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad in Writ Petition No. 379 of 2024, in which order is passed on 12.01.2024. In the said order dated 12.01.2024, the Hon'ble High Court has considered the Judgments in various Writ Petitions before the same Bench, before Hon'ble Bench at Nagpur and the Hon'ble Supreme Court.

27. The said Judgment is necessary for consideration and adjudication of the present dispute between the parties. In the facts as well as law, the Judgment in Writ Petition No. 379 of 2024 is squarely applicable to the dispute in this Reference. The Petitioners in the said Writ Petition were also working as Safai Karmachari (casual workers) with the Bank. The memorandum of settlement with the recognized Union dated 09.08.2012, permitting them to participate in the recruitment process on the post of Safai Karmachari on full time basis along with fresh candidate, was in issue.

28. The Hon'ble High Court considered the earlier orders of the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad in Writ Petition No. 14281 of 2019 between **Vilas Agaji Pawar and others V/s. Union of India and others** dated 30.08.2023. The Hon'ble High Court also considered the similar matter wherein the Petitioner had approached the Hon'ble High Court of Judicature at Bombay Bench at Nagpur vide Writ Petition No. 8275 of 2018 between **Sandip Pralhad Ingle and others V/s. Central Bank of India and others**. The said Writ Petition was decided and partly allowed vide Judgment and Order dated 08.07.2019. This Judgment of the Hon'ble Nagpur Bench was in challenge before the Hon'ble Supreme Court in Civil Appeal Nos. 2760 to 2761 of 2023. In the said Civil

Appeal, the Hon'ble Supreme Court vide order dated 13.07.2023, confirmed the order of the Hon'ble High Court of Judicature at Bombay Bench At Nagpur.

29. At this stage it is necessary to reproduce the observations and conclusions of the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad in its Judgment dated 12.01.2024 in Writ Petition No. 379 of 2024. The relevant paragraphs which can be directly applicable to the present dispute and has nexus, are reproduced as follows :-

"9. It is, thus, obvious that the issue before this Court and as was the issue before the Nagpur Bench, is as regards the fate of these workers, who have been working for years together and have been shown to be casual workers as Safai Karmacharis/ Kamgars. While dealing with this issue, the case turns upon the clauses of the Memorandum of Settlement dated 09.08.2012 (hereinafter referred to as the 'MoS') between the Respondent Bank and the recognized Union. As a background to the MoS, it needs mention that the Respondent Bank had decided to recruit subordinate staff with nomenclature as Safai Karmachari-cum-Sub Staff and/or Sub Staff. It is an admitted position that this Bank has been engaging temporaries and casual workers as Safai Karmacharis for decades together and at various branches all over India.

10. The recognized Union raised this issue on behalf of such employees and it was agreed between the parties vide the MoS that the Bank should initiate a "One Time Measure" (hereinafter referred to as the "OTM") for considering these workers for regularization. It is an admitted position, as set out in the MoS, that the Bank decided to adopt a "Pro Employee Initiative" and converted the Permanent Part Time Safai Karmacharis (PTSKs) into full time workers with the designation Safai Karmachari-cum- Sub Staff w.e.f. 01.04.2011. This was the mode adopted with regard to those temporaries, who were earlier working for decades and thereafter, their nomenclature was changed to Permanent Part Time Safai Karmacharis (PTSKs). We have every reason to be astonished by this definition since no provision under the Industrial Disputes Act, 1947 and presently, the Industrial Relations Code, 2020, has created any new category of workers as Permanent Part Time Safai Karmacharis.

11. The MoS indicates that the Bank decided to recruit Safai Kamgars by following the due process as a 'One Time Measure'. The recognized Union persuaded the Bank to adopt a humane approach and provide an opportunity to such temporaries/ casual workers to settle their grievances/ disputes / demands through an out of court mechanism. Keeping this in focus, the recognized Union and the Respondent Bank agreed on the following modalities:-

"WHEREAS after a series of discussions, it has since been agreed by and between the Management and All India Central Bank Employees' Federation (AICBEF) (Recognised Majority Union for Award Staff) that as a one time measure such temporary/casual workers so engaged by various branches within the guidelines of Central Office Management will be allowed to participate in the Recruitment Process which will be Initiated. In the Immediate future (but not in the subsequent processes, if any) for selection to the post of sub-ordinate staff with the designation 'Safai Karmachari-cum- sub-staff' and/or 'Sub-staff', on Full-Time basis (as per the eligibility criteria) alongwith fresh candidates, subject to fulfilling all the following conditions:

(i) Such temporary/casual worker should have been engaged in sub-ordinate cadre (including as Safai Karmachari) and have put in a minimum 45 days service during a continuous period of 12 months:

(ii) The age of the candidate should have been between 18 to 26 (relaxable in eligible categories as per rules) when they were initially engaged as temporary/casual worker.

(iii) The age of the candidate as on the date of this Settlement should not have been more than 45 years, Irrespective of category (i.e., SC/ST/OBC/GEN).)

(iv) The candidate should produce satisfactory proof acceptable to the Bank in support of his/her claim of having worked with the bank on temporary/casual basis for a minimum 45 days in a continuous period of 12 months.

(v) The Registration for employment with Employment Exchange by the candidate is preferred, but not essential. Accordingly, the candidates having valid Registration with Employment Exchanges should attach the duly attested cards/proof to this effect, at the time of applying for the post in terms of this Settlement.

(vi) In case of the candidate had hitherto filled cases in Courts/ALC 'RLC/CGIT etc. seeking absorption in permanent employment in the Bank and such cases are still pending for final disposal, such candidates should willingly and unconditionally withdraw such cases filed by them before different fora prior to applying for participating in the Recruitment Process in which they are so allowed to participate in terms of this Settlement for the post of Safai Karmachari-cum-sub-staff' and/or 'Sub-staff', subject to otherwise being eligible as per the eligibility criteria prescribed for respective post, and @ declaration to this effect should be Given along with an undertaking that he/she would abide by the results of the recruitment process.

(vii) Notwithstanding what is stated above, where there are Awards/ judgments of any Tribunal / Courts directing the Bank to include and consider any candidate! while conducting future process, such candidates would be considered and allowed to appear in the interview process initiated in pursuance of this Settlement irrespective of the age and other eligibility criteria provided under this Settlement subject however that in any case the age at the time of interview should not be above 60 years.

(viii) The Recruitment for the post of 'Safai Karmachari-cum-sub'staff' end 'Sub-staff' under this dispensation (i.e., for fresh candidates and also the candidates hitherto worked as temporary/causal worker and being eligible to apply for the same under this Settlement), shall be done through personal Interview of the eligible candidates by Committee/s to be constituted by the Management.

It is also agreed mutually that out of the vacancies of 'Sub-staff' so identified to be filled in through the Recruitment Process that will be initiated in immediate future, the existing 'Safai Karmachari cum-sub-staff' will be considered for conversion as 'Sub-staff' (Peon) (after following the due Process of conversion) to the extent of 25% of vacancies of 'Sub- staff' (as per the relevant guidelines of Government of India) under this Recruitment process only.

It is mutually understood and agreed that allowing the temporary/casual workers (being otherwise eligible to participate under this Settlement) alongwith the immediate Recruitment Process which will be conducted for selection of 'Safai Karmachari-cum-sub staff' and/or 'Sub-staff', is a one-time measure applicable only for this process under this Settlement and shall not be quoted as a precedent, in future. Further, such temporary/casual workers who do not apply for the process under this dispensation (being otherwise eligible to participate under this Settlement) for the reasons what-so-ever and/or those who, having participated in the process but could not be selected therein, have no right/claim what-so-ever to be called again for such process in succession or in future.

It is understood and agreed that the provisions of this settlement shall supercede the provisions of all previous settlements, if any, In this regard."

ONE TIME MEASURE- LEGAL PROCESS

13. It does not call for any debate that the judgment delivered by the Honourable Supreme Court (five Judges Bench) in Secretary, State of Karnataka and others vs. Umadevi and others, (2006) 4 SCC 1, paved the way for regularization of long working temporaries/ casuals by introducing the principle of 'One Time Measure' (OTM). By the said judgment, the Honourable Supreme Court concluded that such OTM would be for those persons, who have been working regularly, though appointed irregularly. It has been clarified that distinction between "irregular appointments" and "illegal appointments" would be that irregular appointments are of those category of employees, who are not selected through a regular selection process, but are otherwise legally eligible to be appointed. Illegal appointments would include those persons, who may have been appointed through the regular process, but were inherently ineligible to be appointed. The Honourable Supreme Court also dealt with the aspect of legitimate expectation of long standing temporaries/ casual workers. It was then concluded that OTM shall be adopted by the concerned Authority to ensure that such appointments are regularized.

14. There is no dispute that the Respondent Bank and the recognized Union arrived at the MoS for introducing OTM for temporaries/ casuals. - - - - -."

15. Before the Nagpur Bench, in Sandip Pralhad Ingole (supra), it was concluded that the Bank is a public sector undertaking and is obliged to perform a duty to act legally, reasonably and ensure fulfillment of it's commitments under the industrial agreement. It is beyond debate that the settlement with a recognized union assumes a character of a supreme document and that binds not only the signatories to the settlement, but the entire establishment. The Nagpur Bench concluded that the Bank was under a commitment to honour the MoS. Earlier recruitment drive was cancelled/ aborted by the communication dated 04.07.2014. Since then, this is the first recruitment process vide the impugned advertisement published on the website of the Respondent Bank titled as "Recruitment of Safai Karmachari-cum-Sub-Staff and/or Sub Staff 2024-2025". Insofar as the Petitioners and similarly placed persons in the State of Maharashtra are concerned, the Bank published a notice in daily Marathi "Loksatta". It is, thus, apparent that after more than 11 years, the Respondent Bank has decided to adopt OTM for recruiting Safai Karmacharis and Sub Staff.

16. It is strenuously canvassed on behalf of the Respondent Bank that none of these candidates have completed 240 days in continuous employment. Each one of them used to work for various spells over a period of two months, three months or more and were replaced by a different batch of Safai Karmacharis. Naturally, this raises a question as to whether, the work of Safai Karmacharis was a seasonal employment with the Respondent Bank. This defies logic. It cannot be disputed that sweeping and cleaning the establishments and branches of the Respondent Bank is a continuous nature of work having a perennial character. By no stretch of imagination can it be termed or even attempted to be branded as seasonal employment. If the work of cleaning and sweeping the establishments and branches is of a perennial character, any argument contending that one batch of Safai Karmacharis worked for a particular duration to be replaced by another batch of Safai Karmacharis for another spell/ duration, has to be rejected outright keeping in view the law laid down by the Honourable Supreme Court in H.D. Singh vs. Reserve Bank of India and others, (1985) 4 SCC 201, State of Haryana and others vs. Piara Singh and others, (1992) 4 SCC 118 and Bajaj Auto Ltd. vs. Bhojane Gopinath D., 2004 I CLR 502.

17. The judgment of the Nagpur Bench in Sandip Pralhad Ingole (supra) was sought to be reviewed and there is no dispute that the Review Application was dismissed vide the order dated 08.02.2021. The judgment was carried to the Honourable Supreme Court by the Respondent Bank in Civil Appeal Nos.2760-2761/2023 and by order dated 13.07.2023, the Civil Appeals preferred by the Respondent Bank were dismissed with a reasoned order, which reads thus:-

"These appeals arise out of the orders dated 08.07.2019 and 08.02.2021 passed by the High Court of Judicature at Bombay, Nagpur Bench, in W.P. No. 8275 of 2018 and MCAST No. 19326 of 2019 respectively. The High Court, while allowing the writ petition, issued certain directions relying upon the Memorandum of Settlement dated 09.08.2012 entered into between the Management- Bank and the Employees' Federation which prompted/culminated into the Management- Bank issuing a Circular Letter No. CO:HRD:IRP:2012:13:17 dated 14.08.2012. The directions read as follows:-

"i. The writ petition is partly allowed.

ii. We direct to the respondent bank to fulfil its obligation under the Memorandum of Settlement dated 9th August, 2012 imposing a duty to initiate the recruitment process only as one time measure for selecting, from amongst casual and temporary workers, "Safai Karmachari cum Sub Staff" on full time basis within a period of six months from the date of the receipt of order.

iii. By issuing such directions, we have not taken away discretion of the bank to determine the availability of the vacancies and to adopt a particular procedure for making recruitments or select or reject candidates on the basis of performance and on merit and other similar factors.

iv. Rule is made absolute in these terms. No order as to costs."

As per the said Memorandum of Settlement, it was agreed that the temporary and casual workers engaged in the Bank and who have put in a minimum 45 days' service during a continuous period of 12 months may be permitted to participate in the ensuing recruitment process for the selection of "Safai Karmachari-cum-sub-staff" and/or 'Sub- Staff' as a one-time measure.

Considering the said Memorandum of Settlement, the High Court found that though there was some delay in moving the writ petition, but looking to the obligation of the Bank, as agreed, which has not been discharged in its right perspective, the above directions were issued. In fact, the High Court found that to fulfill the obligations under the Memorandum of Settlement, the Bank had indeed initiated recruitment process for selection of "Safai Karmachari-cum-sub-staff", but midway through, the process of recruitment was cancelled for some of the regions.

In the said context, while allowing the writ petition, it was directed that the Bank shall fulfil its obligations under the Memorandum of Settlement dated 09.08.2012 and initiate the recruitment process only as a one-time measure for selecting from amongst the casual/ temporary workers, 'Safai Karmachari-cum- sub-staff' on full time basis within a period of six months from the receipt of the order.

The High Court has further observed that, while issuing such a direction, the right of the Bank to determine the availability of the vacancies and to adopt a particular procedure for making recruitments or select or reject candidates on the basis of performance and on merit and other similar factors, has not been taken away.

After hearing Shri Dhruv Mehta, learned senior counsel for the appellant-Bank and Mr. Rituraj Biswas, learned counsel for the respondents, and considering the contents of the Memorandum of Settlement and the obligation, which is required to be discharged by the Bank, we are of the opinion that the Management Bank has not honoured its commitment given under the Memorandum of Settlement. In fact, the Bank had taken steps to initiate the recruitment process in furtherance of the Settlement and by a subsequent communication cancelled the process selectively for some of the regions. The High Court, while allowing

the petition, directed the Bank to fulfil its obligation within the time stipulated therein by the impugned order(s). In our view, the High Court has not committed any error, while dealing with the terms of the Memorandum of Settlement in passing the impugned order(s).

In view of the foregoing, we are not inclined to interfere with the order(s) impugned. The appeals are, accordingly, dismissed. However, the process of selection, as directed by the High Court, may now be completed within a period of six months from today.

Pending interlocutory application(s), if any, is/are disposed of."

18. *In view of the above, it is apparent that the Honourable Supreme Court concluded, in its above reproduced order dated 13.07.2023, that "In the said context, while allowing the writ petition, it was directed that the Bank shall fulfil its obligations under the Memorandum of Settlement dated 09.08.2012 and initiate the recruitment process only as a one-time measure for selecting from amongst the casual/ temporary workers, 'Safai Karmachari-cum-sub-staff' on full time basis within a period of six months from the receipt of the order." It was further noted that the High Court had permitted the Bank to adopt a particular procedure for selecting or rejecting candidates on the basis of the performance and merit. The Honourable Supreme Court, thereafter, recorded that "we are of the opinion that the Management Bank has not honoured its commitment given under the Memorandum of Settlement. In fact, the Bank had taken steps to initiate the recruitment process in furtherance of the Settlement and by a subsequent communication cancelled the process selectively for some of the regions. The High Court, while allowing the petition, directed the Bank to fulfil its obligation within the time stipulated therein by the impugned order(s). In our view, the High Court has not committed any error, while dealing with the terms of the Memorandum of Settlement in passing the impugned order(s)".*

19. *It is, thus, crystal clear that the OTM was meant only for those Safai Karmacharis or Sub-Staff, who were already working with the Bank. These directions of the Honourable Supreme Court read with the law laid down in Umadevi (supra), lead to a sine-qua-non that the only option available for the Bank was to ensure that the long serving employees as like the Petitioners at its various establishments and branches in India, were considered for the OTM.*

CONCLUSIONS

27. -----.

28. *Considering the view expressed by this Court at Aurangabad in the order dated 30.08.2023 (supra), the order of the Nagpur Bench dated 08.07.2019 (supra) and the observations of the Honourable Supreme Court in the order dated 13.07.2023 reproduced above, we deem it appropriate to direct the Respondent Bank to lend a literal meaning to the term "One Time Measure" and initiate the recruitment process for those employees, who are working as Safai Karmacharis/ temporaries/ casuals in the Safai Karmachari cadre and Sub- Staff cadre in view of the MoS. It is also mentioned in the MoS (reproduced above) that after such OTM, these candidates would not be allowed to participate in the recruitment process which would be initiated by the Respondent Bank subsequently."*

30. These observations and conclusions of the Hon'ble High Court clearly covers the case of the Workman for absorption. There cannot be any deviation than what is concluded by the Hon'ble High Court as above, except for implementation of terms and conditions in the memorandum of settlement with the recognized Union, which is the service conditions between the parties. No other provisions of the I.D. Act or service Rules provides for such absorption in service of the Bank, as claimed by the Workman.

31. Advertisement for recruitment as a Safai Karmachari / Sub-staff / Peon published in the year 2024-25, is not yet proceeded with. It has also come on record that there are many posts of Safai Karmachari to be filled in the PMT Loni, Utility Complex Branch, but as on today, there is no permanent Safai Karmachari or Peon. However, such post is in existence and it needs to be filled permanently by adhering to the recruitment process and by adhering to the memorandum of settlement of 2012 with the recognized Union.

32. I have considered the case laws filed on behalf of the both parties. The case laws filed by both the parties are all considered by the Hon'ble High Court in its Judgment dated 12.01.2024 in Writ Petition No. 379 of 2024, on which I have placed my heavy reliance, and therefore, the case laws relied by both the parties are already considered.

33. On behalf of the Workman, certain other case laws are relied upon, which deal with termination of service and compliance of the provisions of the I.D. Act pertaining to retrenchment by the employer. However, as observed earlier, the issue of termination of the Workman is not relevant in this case. Therefore, the case laws in respect of retrenchment / termination are not relevant to the subject matter of the dispute.

34. In view of the above, Issue No. 1 regarding existence of relationship of employer and employee between the Workman and the Bank is proved and answered in Affirmative. Issue No. 2 is answered partly in affirmative. For issue No. 3, I pass the following Order.

ORDER

1. The Reference is answered partly in affirmative.
2. The claim of the Workman Shri Kiran Suryabhan Kadu on the Management of the Bank, PMT Loni, Utility Complex Branch, for absorbing him on the post of permanent full time Safai Karmachari is justified, subject to his participation in the recruitment process and in terms of the memorandum of settlement dated 09.08.2012 with the recognized Union.
3. The Workman Shri Kiran Suryabhan Kadu is entitled for absorption on the post of Safai Karmachari/ Sub-staff or in other similar post, on participation in immediate recruitment process which would be initiated by the Bank.
4. The Bank is further directed to consider the Second Party Workman in the recruitment process in accordance with the terms of memorandum of settlement dated 09.08.2012, and if eligible and suitable, grant him appointment on permanent basis.
5. No order as to costs.
6. Copies of this Award be sent to Government of India, Ministry of Labour, New Delhi for publication and further necessary action.

SAMEENA ABDULMAJID KHAN, Member

Date : 20.03.2025

Argued on: 06.03.2025

Judgment dictated on : 20.03.2025

Judgment transcribed on: 26.03.2025

Judgment checked & signed on: 27.03.2025

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 643.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय अहमदनगर के पंचाट (05/2018) प्रकाशित करती है।

[सं. एल - 12012/76/2017-आई आर ((बी-II))]

सलोनी, उप निदेशक

New Delhi, the 23rd April, 2025

S.O. 643.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 05/2018) of the *Indus.Tribunal-cum-Labour Court Ahmednagar* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12012/76/2017- IR(B-II)]

SALONI, Dy. Director

ANNEXURE**IN THE INDUSTRIAL COURT AT AHMEDNAGAR.****BEFORE SAMEENA KHAN, MEMBER.**

Reference (I.T.) No. 05/2018.

(CNR – MHIC-160000192018)

1. Zonal Manager,
Central Bank of India,
317, M.G. Road,
Pune – 411011

2. Regional Manager,
Central Bank of India,
Regional Office,
Aurangabad Plot No. 113, 5/5/72,
New Osmanpura, Aurangabad 431001

- 2-A. Regional Manager,
Central Bank of India,
Plot No. P-56, M.I.D.C.,
Sahyadri Chowk, Nagapur,
Ahmednagar

3. Branch Manager,
Central Bank of India,
Branch – Vambori, At Post Vambori,
Tq. Rahuri, Dist. Ahmednagar

... **First Party.**

VERSUS

1. Bhausahab Pandharinath Lokhande,
Age : 47 years, Occu. : Nil,
R/o At Post Katrad, Tq. Rahuri,
Dist. Ahmednagar

- 1-B. Maya Bhausahab Lokhande,
Age : 40 years, Occu. : Nil,
R/o At Post Katrad, Tq. Rahuri,
Dist. Ahmednagar

... **Second Party.**

APPEARANCE :- Smt. T. T. Kakad, Ld. Adv. for First Party
Shri. K.Y. Modgekar, Ld. Adv. for Second Party

AWARD

(Delivered on 20/03/2025)

1. The Central Government, in exercise of its powers under Clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (for the sake of brevity, referred to as “the I.D. Act”), has referred the dispute between the parties for adjudication to this Industrial Tribunal, vide its order dated 09.01.2018.

2. The terms of Reference as per Schedule is as follows :-

“Whether the claim of the workman Shri. Bhausahab Pandharinath Lokhande, on the management of Central Bank of India, Vambori Branch for absorbing him in the post of permanent full time Safai Karamchhari is justified? If yes, to what relief the workman concerned is entitled to?”

For the sake of brevity, the Second Party Workman Shri. Bhausahab Pandharinath Lokhande will be referred to as ‘the Workman’, and the First Party Central Bank of India will be referred to as the ‘the Bank’.

3. After the dispute was received for adjudication, notices were issued to the parties. In response thereof, the Workman has filed his Statement of Claim at Exh. U-3 and amended Statement of Claim at Exh. UA-1. The facts of the case as pleaded in the Statement of Claim by the Workman is crystallized as follows :-

- i) Since 13.06.2013, the Workman is working with the Bank on daily wages as a Safai Karmachari / Unskilled Worker / Peon Class-IV.
- ii) It is submitted that he has worked continuously since 13.06.2013 till filing of the Statement of Claim.
- iii) The legal provisions as provided under Sections 25-F, 25-G and 25-H, and Rules 80 and 81 of the I.D. Act are applicable to the Bank.

- iv) It is submitted that as per the Rules applicable to the Bank, it is obligatory to grant permanency to the Workman who has worked for more than 45 days.
- v) During his service tenure, the Workman has completed 240 days of service each year. The nature of work performed by him is of permanent nature. He was performing the work like other permanent Safai Karmachari.
- vi) However, no permanency was granted to him and he was not absorbed in permanent employment in breach of service Rules and agreement with the Union, on completion of 45 days of his service.
- vii) The Workman submits that he is belonging to Hindu Chambhar Caste. His birth date is 01.06.1971, and his educational qualification is 10th pass.
- viii) Other employees junior to the Workman are still retained in the services.
- ix) The Workman, therefore, prays to be absorbed him in the service as a permanent employee with consequential benefits.
4. The Bank filed its Written Statement at Exh. C-6, inter alia resisting the claim of the Workman as not maintainable. According to the Bank there is no cause of action for raising the dispute. There is no employer-employee relationship between the Bank and the Workman, and therefore, the Workman has no locus standi to raise dispute.
5. It is further submitted that the Workman was never appointed by the Bank as its workman nor he has worked on permanent basis with the Bank. The Workman is appointed on daily wages for specific purpose as per availability of work. He is called to work whenever there was necessity.
6. It is further submitted that there is Statutory Recruitment Rules applicable for appointment with the Bank. As per the Recruitment Rules, an advertisement is published and on application as per the advertisement, eligible candidates are required to appear for examination and on the basis of merit list of said exam, the recruitment is done. There is no Rule to grant absorption or permanency to the employee on completion of 45 days of service on daily wage.
7. The Bank submits that whenever there is availability of work, the Workman would be called and allotted work. The Workman being on daily wages, his contract of employment is for a particular day only, and therefore, it cannot be said that the Workman was or is entitled for permanency. Moreover, the Regional Manager is not appointing authority for the Bank.
8. With these contentions, it is prayed that the claim of the Workman be rejected.
9. Considering the above facts and circumstances, following Issues arising for my determination, and I have given my findings on them, for the reasons stated below, are as under :-

Sr. No.	Issues	Findings
1.	Whether there exists employer-employee relation between the First Party and the Second Party.	Affirmative.
2.	Whether the claim of the Second Party Workman Mr. Bhausahab Pandharinath Lokhande, on the Management of Central Bank of India, Vambori Branch for absorbing him in the post of permanent full time Safai Karmachari, is justified?	In Negative.
3.	If yes, to what relief the Second Party Workman is entitled for?	As per final Award.

10. On behalf of the Workman, oral evidence is led at Exh. U-18 and Exh. U-37. The Workman has filed documents on record along with lists Exh. U-7, U-11, U-15, U-19, U-26, U-32, and Exh. U-34. On behalf of the Bank its Branch Manager is examined at Exh. C-12.
11. Heard Learned Advocate Mr. K. Y. Modgekar on behalf of the Workman, and Learned Advocate Mrs. T. T. Kakad on behalf of the Bank. Perused the order of Reference, Statement of Claim, Written Statement, oral as well as documentary evidence on record. Both the parties have relied upon case laws in respect of their respective contentions, which is also considered. Learned Advocate for both the parties took me through the entire oral as well as documentary evidence on record and vehemently argued the matter in support of their respective contentions.
12. Learned Advocate Mr. K.Y. Modgekar, on behalf of the Workman vehemently argued the matter and submitted that the Workman is in continuous employment with the Bank, and during his service tenure from 13.06.2013 till 2018, he has completed 240 days of service in each year. He further strenuously argued that as per the

settlement with Union functioning in the Bank, it is agreed that daily wager or casual employee who worked for more than 45 days would be absorbed in permanent service. However, the Bank has not complied with the terms of settlement with the Union. Therefore, the Workman is entitled for absorption as a permanent Safai Karmachari / Peon.

In support of his submissions, he relied upon the following case laws :-

- 1) *Jaggo V/s. Union of India and others, reported in 2025 (1) Bom.L.C. 261 (SC).*
- 2) *H.D. Singh V/s. Reserve Bank of India and others, Civil Appeal No. 6417/NL/1983 dated 10.09.1985.*
- 3) *Trade-Wings Limited V/s. Prabhakar Dattaram Phodkar of Bombay and Ors, reported in 1992 LR (1) 480.*
- 4) *Umesh Saxena V/s. Presiding Officer, Labour Court, Agra and others, reported in 1993 FLR (66) 566.*
- 5) *Divisional Secretary, Maharashtra State Board of Secondary and Secondary Education, Nagpur and another V/s. Mohd. Naim s/o Abdul Rahim, reported in 2009 (1) Bom. LC 453 (Bom).*
- 6) *Jayantibhai Raojibhai Patel V/s. Municipal Council, Narkhed, Civil Appeal No. 6188 of 2019, arising out of SLP (C) No. 8112 of 2019, dated 21.08.2019.*
- 7) *M.P. Electricity Board, Vidisha V/s. Hariram and another, reported in 2000 (87) FLR 750.*
- 8) *Samishta Dube V/s. City Board, Etawah & Another, reported in 1999 CLR 460.*
- 9) *General Manager, Telecom, Nagpur and others V/s. Naresh Brijlal Charote, reported in 2001 LAB I.C. 2127.*
- 10) *Gauri Shankar Vs. State of Rajasthan, reported in 2015 LLR 785.*
- 11) *Bright Export Limited v/s. Central Board of Trustee, EPF Organisation, reported in 2016 LLR 487.*
- 12) *Sanjay Kumar s/o Surendra Kumar Sharma V/s. Chief Executive Officer, Janpad Panchayat, Ratlam, reported in 2010 LLR 1065.*
- 13) *Central Welfare Board and Others V/s. Ms. Anjali Bepari and Others, reported in 1996 LLR 1089.*
- 14) *Vilas Agaji Pawar and others V/s. The Union of India Additional Solicitor General and Others, Writ Petition No. 379 of 2024 dated 12th January, 2024.*
- 15) *Chief Conservator of Forests, Pune (T) and another, V/s. Janabai Sonaba Sarpale, reported in 2019 (1) Bom.LC 18.*
- 16) *K.V. Durga Prasad & Ors. V/s. Sri. Durgamalleshwara Swami Vari Devasthanam Vijayawada & Ors., reported in 1996 LLR 329.*
- 17) *Spentex Industrial Limited V/s. Member, Industrial Court, Nagpur and others, reported in 2011 (131) FLR 843.*

13. Per contra, Learned Advocate Mrs. T. T. Kakad on behalf of the Bank has vehemently submitted that being a Nationalized Bank the Bank is governed by its Recruitment Rules. No recruitment or appointment in the Bank can be done without following due procedure of recruitment. The Workman cannot be allowed back door entry as claimed in this Reference. Further it was strenuously submitted that the Workman being a daily wager has no right of employment and further to be absorbed in the service. The workman being a daily wager and not in regular employment with the Bank, cannot be said to be a Workman of the Bank, and therefore, lacking relationship between the Bank and the Workman of employer-employee, the demand of the Workman is without locus standi.

In support of her submissions, she relied upon the case in between *Secretary, State of Karnataka and Ors. V/s. Umadevi and others, reported in AIR 2006 SC 1806*. She also filed on record a copy of Judgment and Award dated 04.07.2019 passed in Reference (I.T.) No. 14 of 2015 by this Tribunal.

REASONS

As to Issue Nos. 1 to 3 :-

14. Before proceeding for adjudication, it is worthwhile to consider the *lis* between the parties which is referred to this Tribunal by the Appropriate Government.

15. Admittedly, as per the Order of Reference, the Reference is under Section 10(1)(d) of the I. D. Act by the Central Government.

Section 10(1)(d) reads as, “where the Central Government is of opinion that any Industrial Dispute exists or is apprehended, it may at any time by order in writing, refer the dispute or any matter appearing to be connected with

or relevant to the dispute, whether it relates to any matter specified in the Second Schedule or the Third Schedule, to a Tribunal for adjudication.”

Therefore, in terms of this provision, the dispute between the parties is referred for adjudication.

16. Further as per Section 10(4) powers of the Tribunal to make an Award is restricted - (i) to the points of dispute referred for adjudication and (ii) to the points incidental thereto. Therefore, this Sub-section indicates that extent of jurisdiction of the adjudicatory Tribunal is confined to the points specified in the Order of Reference or matters incidental thereof.

The jurisdiction of a Tribunal springs from the order of Reference and it has to confine its adjudication to the specified Industrial Dispute and matters incidental thereof. This is beyond doubt on the language of Sub-section 4 itself and various decisions of Hon'ble Supreme Court and Hon'ble High Courts. Therefore, in view of the express language there can be no doubt that the Tribunal has no power to make an Award on points of dispute not referred for adjudication or on a point which is not incidental to the point of dispute referred for adjudication. It is not open for the Tribunal to travel beyond the terms of Reference. The Tribunal cannot expand its jurisdiction beyond the term of Reference as mentioned in the Schedule.

17. Having regard to the dictionary meaning of the word 'incidental', evidently matters which require independent consideration or treatment and have their own importance cannot be considered 'incidental'. The matters which are incidental to the Reference may, sometimes relate to questions which go to the root of the jurisdiction of Tribunal. For example, question relating to the nature of activity of the employer as to whether it constitutes an industry or not, question relating to maintainability etc. It is on the determination of this question that the jurisdiction of the Tribunal to adjudicate upon the Reference rests. Therefore, such questions may fall as matters incidental to Reference.

18. Adverting to the present Order of Reference dated 09.01.2018, the Schedule of Reference is for adjudication of the dispute as to “*Whether the claim of the workman Shri. Bhausaheb Pandharinath Lokhande, on the management of Central Bank of India, Vambori Branch for absorbing him in the post of permanent full time Safai Karamchari is justified? If yes, to what relief the workman concerned is entitled to?*” Therefore, considering the Schedule as above, the adjudication can only be confined to the dispute as referred for adjudication.

19. On considering the pleadings of the Workman and reliefs claimed in his Statement of Claim, it is quite apparent that he has pleaded and also claimed relief regarding equal pay for equal work. The same was not part of the dispute which was raised for adjudication and referred by this Reference. Therefore, considering the same would run counter to grain of the provisions of the I. D. Act.

20. Hence, in view of the above factual aspects and legal proposition, I am confining the present dispute for adjudication only as referred in the Schedule to Order of Reference dated 09.01.2018. The Bank has raised an incidental issue as to “whether their exist employer-employee relationship between the First Party Bank and Second Party Workman?” Therefore, the *lis* between the parties is confined only to the Order of Reference and discussed in this Award.

21. It is not in dispute that the Workman was working with the Bank on daily wages as a Safai Karmachari, initially since 13.06.2013. The Workman has filed on record copies of vouchers along with list Exh. U-11 and copy of Cash Book along with list Exh. U-28, which reflects that the Workman has worked with the Bank. Apart from this, the witness on behalf of the Bank has categorically admitted that the Workman was initially appointed since 13.06.2013, and was paid wages till 25.06.2018.

22. It is also not in controversy that the Bank on 09.08.2012, entered into a memorandum of settlement with the All India Central Bank Employees' Federation (AICBEF) (Recognised Majority Union For Award Staff), by which it was agreed that temporary / casual workers engaged in various branches of the Bank all over India, would be allowed to participate in the recruitment process to be initiated in immediate future, but not in the subsequent process for selection to the post of Safai-Karmachari-cum-sub-staff on full time basis along with fresh candidates. The criteria for the casual workers engaged in various branches of the Bank to participate in the recruitment process was to produce his satisfactory proof acceptable to the Bank to show that such worker have been engaged in subordinate cadre (including as Safai Karmachari) and has put in a minimum 45 days service till a period of 12 months. Based on this settlement, the Workman is claiming absorption with the Bank.

23. Admittedly, the Bank is a Nationalized Bank. Admittedly, the recruitment in the Bank is governed by its Recruitment Rules. The Workman in his cross-examination has categorically admitted that the Bank is a Nationalized Bank functioning all over India. It is also admitted that the recruitment of employees in the Bank is through Central Office, and for the purpose of such recruitment, an advertisement is published with terms and conditions and requisite qualification. On the applications in response to the said advertisement, eligible candidates are selected who is to undergo written examination as well as oral interview. Thereafter, the candidate is selected and issued with order of appointment. The Workman, at the time of entry to work as Safai Karmachari in the Bank, had not undergone any such recruitment process. This fact is also admitted by the wife of Workman in her cross-examination. It is also admitted that the Workman was not issued with any written appointment order.

24. There is no doubt that the nature of work performed by the Workman is of continuous and permanent nature. The Workman in his oral evidence has specifically mentioned names of persons who are retained in service. This fact is also admitted by the witness on behalf of the Bank in his cross-examination. The witness admits that one Mr. Babasaheb Shinde is working on daily wages in the Bank. He further admits that there is no permanent Sweeper or Peon in the Bank. Therefore, it is clear that as on today, no person is working in the Bank as a Sweeper / Peon on permanent basis. The witness also admits that cleanliness in the Bank is an essential service.

25. Therefore, considering the oral evidence on record and on analysis of the same, the absorption of the Workman in the Bank, it being a Nationalized Bank, amenable to Service Rule and bound by the settlement with recognized Union, it would be legal, proper and justified to absorb the Workman in terms of memorandum of settlement dated 09.08.2012 with the recognized Union. The said memorandum of settlement is filed on record by the Workman at Exh. U-32, serial No. 12. Various communications by the Bank and the Union regarding implementation of the said settlement dated 09.08.2012 are also filed on record by the Workman along with list at Exh. U-32, at serial Nos. 1, 2, 3, 4, 11, 13 and 14. These documents filed on record, undisputedly exhibit that the settlement between the Bank and the recognized Union dated 09.08.2012 is not implemented as on today.

26. The similar issue as in the present Reference, regarding absorption of casual employees in the Bank as per the memorandum of settlement dated 09.08.2012 was dealt by the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad, the Hon'ble High Court of Judicature at Bombay Bench at Nagpur and the Hon'ble Supreme Court. The latest Judgment on this issue is by the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad in Writ Petition No. 379 of 2024, in which order is passed on 12.01.2024. In the said order dated 12.01.2024, the Hon'ble High Court has considered the Judgments in various Writ Petitions before the same Bench, before Hon'ble Bench at Nagpur and the Hon'ble Supreme Court.

27. The said Judgment is necessary for consideration and adjudication of the present dispute between the parties. In the facts as well as law, the Judgment in Writ Petition No. 379 of 2024 is squarely applicable to the dispute in this Reference. The Petitioners in the said Writ Petition were also working as Safai Karmachari (casual workers) with the Bank. The memorandum of settlement with the recognized Union dated 09.08.2012, permitting them to participate in the recruitment process on the post of Safai Karmachari on full time basis along with fresh candidate, was in issue.

28. The Hon'ble High Court considered the earlier orders of the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad in Writ Petition No. 14281 of 2019 between **Vilas Agaji Pawar and others V/s. Union of India and others** dated 30.08.2023. The Hon'ble High Court also considered the similar matter wherein the Petitioner had approached the Hon'ble High Court of Judicature at Bombay Bench at Nagpur vide Writ Petition No. 8275 of 2018 between **Sandip Pralhad Ingole and others V/s. Central Bank of India and others**. The said Writ Petition was decided and partly allowed vide Judgment and Order dated 08.07.2019. This Judgment of the Hon'ble Nagpur Bench was in challenge before the Hon'ble Supreme Court in Civil Appeal Nos. 2760 to 2761 of 2023. In the said Civil Appeal, the Hon'ble Supreme Court vide order dated 13.07.2023, confirmed the order of the Hon'ble High Court of Judicature at Bombay Bench At Nagpur.

29. At this stage it is necessary to reproduce the observations and conclusions of the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad in its Judgment dated 12.01.2024 in Writ Petition No. 379 of 2024. The relevant paragraphs which can be directly applicable to the present dispute and has nexus, are reproduced as follows :-

"9. It is, thus, obvious that the issue before this Court and as was the issue before the Nagpur Bench, is as regards the fate of these workers, who have been working for years together and have been shown to be casual workers as Safai Karmacharis/ Kamgars. While dealing with this issue, the case turns upon the clauses of the Memorandum of Settlement dated 09.08.2012 (hereinafter referred to as the "MoS") between the Respondent Bank and the recognized Union. As a background to the MoS, it needs mention that the Respondent Bank had decided to recruit subordinate staff with nomenclature as Safai Karmachari-cum-Sub Staff and/or Sub Staff. It is an admitted position that this Bank has been engaging temporaries and casual workers as Safai Karmacharis for decades together and at various branches all over India.

10. The recognized Union raised this issue on behalf of such employees and it was agreed between the parties vide the MoS that the Bank should initiate a "One Time Measure" (hereinafter referred to as the "OTM") for considering these workers for regularization. It is an admitted position, as set out in the MoS, that the Bank decided to adopt a "Pro Employee Initiative" and converted the Permanent Part Time Safai Karmacharis (PTSKs) into full time workers with the designation Safai Karmachari-cum- Sub Staff w.e.f. 01.04.2011. This was the mode adopted with regard to those temporaries, who were earlier working for decades and thereafter, their nomenclature was changed to Permanent Part Time Safai Karmacharis (PTSKs). We have every reason to be astonished by this definition since no provision under the Industrial Disputes Act, 1947 and presently, the Industrial Relations Code, 2020, has created any new category of workers as Permanent Part Time Safai Karmacharis.

11. The MoS indicates that the Bank decided to recruit Safai Kamgars by following the due process as a 'One Time Measure'. The recognized Union persuaded the Bank to adopt a humane approach and

provide an opportunity to such temporaries/ casual workers to settle their grievances/ disputes / demands through an out of court mechanism. Keeping this in focus, the recognized Union and the Respondent Bank agreed on the following modalities:-

"WHEREAS after a series of discussions, it has since been agreed by and between the Management and All India Central Bank Employees' Federation (AICBEF) (Recognised Majority Union for Award Staff) that as a one time measure such temporary/casual workers so engaged by various branches within the guidelines of Central Office Management will be allowed to participate in the Recruitment Process which will be Initiated. In the Immediate future (but not in the subsequent processes, if any) for selection to the post of sub-ordinate staff with the designation 'Safai Karmachari-cum- sub-staff' and/or 'Sub-staff', on Full-Time basis (as per the eligibility criteria) alongwith fresh candidates, subject to fulfilling all the following conditions:

- (i) Such temporary/casual worker should have been engaged in sub-ordinate cadre (including as Safai Karmachari) and have put in a minimum 45 days service during a continuous period of 12 months:*
- (ii) The age of the candidate should have been between 18 to 26 (relaxable in eligible categories as per rules) when they were initially engaged as temporary/casual worker.*
- (iii) The age of the candidate as on the date of this Settlement should not have been more than 45 years, Irrespective of category (ie., SC/ST/OBC/GEN).)*
- (iv) The candidate should produce satisfactory proof acceptable to the Bank in support of his/her claim of having worked with the bank on temporary/casual basis for a minimum 45 days in a continuous period of 12 months.*
- (v) The Registration for employment with Employment Exchange by the candidate is preferred, but not essential. Accordingly, the candidates having valid Registration with Employment Exchanges should attach the duly attested cards/proof to this effect, at the time of applying for the post in terms of this Settlement.*
- (vi) In case of the candidate had hitherto filled cases in Courts/ALC 'RLC/CGIT etc. seeking absorption in permanent employment in the Bank and such cases are still pending for final disposal, such candidates should willingly and unconditionally withdraw such cases filed by them before different fora prior to applying for participating in the Recruitment Process in which they are so allowed to participate in terms of this Settlement for the post of Safai Karmachari-cum-sub-staff' and/or 'Sub-staff', subject to otherwise being eligible as per the eligibility criteria prescribed for respective post, and @ declaration to this effect should be Given along with an undertaking that he/she would abide by the results of the recruitment process.*
- (vii) Notwithstanding what is stated above, where there are Awards/ judgments of any Tribunal / Courts directing the Bank to include and consider any candidate! while conducting future process, such candidates would be considered and allowed to appear in the interview process initiated in pursuance of this Settlement irrespective of the age and other eligibility criteria provided under this Settlement subject however that in any case the age at the time of interview should not be above 60 years.*
- (viii) The Recruitment for the post of 'Safai Karmachari-cum-sub-staff' end 'Sub-staff' under this dispensation (i.e., for fresh candidates and also the candidates hitherto worked as temporary/causal worker and being eligible to apply for the same under this Settlement), shall be done through personal Interview of the eligible candidates by Committee/s to be constituted by the Management.*

It is also agreed mutually that out of the vacancies of 'Sub-staff' so identified to be filled in through the Recruitment Process that will be initiated in immediate future, the existing 'Safai Karmachari cum-sub-staff' will be considered for conversion as 'Sub-staff' (Peon) (after following the due Process of conversion) to the extent of 25% of vacancies of 'Sub- staff' (as per the relevant guidelines of Government of India) under this Recruitment process only.

It is mutually understood and agreed that allowing the temporary/casual workers (being otherwise eligible to participate under this Settlement) alongwith the immediate Recruitment Process which will be conducted for selection of 'Safai Karmachari-cum-sub staff' and/or 'Sub-staff', is a one-time measure applicable only for this process under this Settlement and shall not be quoted as a precedent, in future. Further, such temporary/casual workers who do not apply for the process under this dispensation (being otherwise eligible to participate under this Settlement) for the reasons what-so-ever and/or those who, having participated in the process but could not be selected therein, have no right/claim what-so-ever to be called again for such process in succession or in future.

It is understood and agreed that the provisions of this settlement shall supercede the provisions of all previous settlements, if any, In this regard."

ONE TIME MEASURE- LEGAL PROCESS

13. *It does not call for any debate that the judgment delivered by the Honourable Supreme Court (five Judges Bench) in Secretary, State of Karnataka and others vs. Umadevi and others, (2006) 4 SCC 1, paved the way for regularization of long working temporaries/ casuals by introducing the principle of 'One Time Measure' (OTM). By the said judgment, the Honourable Supreme Court concluded that such OTM would be for those persons, who have been working regularly, though appointed irregularly. It has been clarified that distinction between "irregular appointments" and "illegal appointments" would be that irregular appointments are of those category of employees, who are not selected through a regular selection process, but are otherwise legally eligible to be appointed. Illegal appointments would include those persons, who may have been appointed through the regular process, but were inherently ineligible to be appointed. The Honourable Supreme Court also dealt with the aspect of legitimate expectation of long standing temporaries/ casual workers. It was then concluded that OTM shall be adopted by the concerned Authority to ensure that such appointments are regularized.*

14. *There is no dispute that the Respondent Bank and the recognized Union arrived at the MoS for introducing OTM for temporaries/ casuals. -----."*

15. *Before the Nagpur Bench, in Sandip Pralhad Ingole (supra), it was concluded that the Bank is a public sector undertaking and is obliged to perform a duty to act legally, reasonably and ensure fulfillment of it's commitments under the industrial agreement. It is beyond debate that the settlement with a recognized union assumes a character of a supreme document and that binds not only the signatories to the settlement, but the entire establishment. The Nagpur Bench concluded that the Bank was under a commitment to honour the MoS. Earlier recruitment drive was cancelled/ aborted by the communication dated 04.07.2014. Since then, this is the first recruitment process vide the impugned advertisement published on the website of the Respondent Bank titled as "Recruitment of Safai Karmachari-cum-Sub-Staff and/or Sub Staff 2024-2025". Insofar as the Petitioners and similarly placed persons in the State of Maharashtra are concerned, the Bank published a notice in daily Marathi "Loksatta". It is, thus, apparent that after more than 11 years, the Respondent Bank has decided to adopt OTM for recruiting Safai Karmacharis and Sub Staff.*

16. *It is strenuously canvassed on behalf of the Respondent Bank that none of these candidates have completed 240 days in continuous employment. Each one of them used to work for various spells over a period of two months, three months or more and were replaced by a different batch of Safai Karmacharis. Naturally, this raises a question as to whether, the work of Safai Karmacharis was a seasonal employment with the Respondent Bank. This defies logic. It cannot be disputed that sweeping and cleaning the establishments and branches of the Respondent Bank is a continuous nature of work having a perennial character. By no stretch of imagination can it be termed or even attempted to be branded as seasonal employment. If the work of cleaning and sweeping the establishments and branches is of a perennial character, any argument contending that one batch of Safai Karmacharis worked for a particular duration to be replaced by another batch of Safai Karmacharis for another spell/ duration, has to be rejected outright keeping in view the law laid down by the Honourable Supreme Court in H.D. Singh vs. Reserve Bank of India and others, (1985) 4 SCC 201, State of Haryana and others vs. Piara Singh and others, (1992) 4 SCC 118 and Bajaj Auto Ltd. vs. Bhojane Gopinath D., 2004 I CLR 502.*

17. *The judgment of the Nagpur Bench in Sandip Pralhad Ingole (supra) was sought to be reviewed and there is no dispute that the Review Application was dismissed vide the order dated 08.02.2021. The judgment was carried to the Honourable Supreme Court by the Respondent Bank in Civil Appeal Nos.2760-2761/2023 and by order dated 13.07.2023, the Civil Appeals preferred by the Respondent Bank were dismissed with a reasoned order, which reads thus:-*

"These appeals arise out of the orders dated 08.07.2019 and 08.02.2021 passed by the High Court of Judicature at Bombay, Nagpur Bench, in W.P. No. 8275 of 2018 and MCAST No. 19326 of 2019 respectively. The High Court, while allowing the writ petition, issued certain directions relying upon the Memorandum of Settlement dated 09.08.2012 entered into between the Management- Bank and the Employees' Federation which prompted/culminated into the Management- Bank issuing a Circular Letter No. CO:HRD:IRP:2012:13:17 dated 14.08.2012. The directions read as follows:-

"i. The writ petition is partly allowed.

ii. We direct to the respondent bank to fulfil its obligation under the Memorandum of Settlement dated 9th August, 2012 imposing a duty to initiate the recruitment process only as one time measure for selecting, from amongst casual and temporary workers, "Safai Karmachari cum Sub Staff" on full time basis within a period of six months from the date of the receipt of order.

iii. By issuing such directions, we have not taken away discretion of the bank to determine the availability of the vacancies and to adopt a particular procedure for making recruitments or select or reject candidates on the basis of performance and on merit and other similar factors.

iv. Rule is made absolute in these terms. No order as to costs."

As per the said Memorandum of Settlement, it was agreed that the temporary and casual workers engaged in the Bank and who have put in a minimum 45 days' service during a continuous period of 12 months may be permitted to participate in the ensuing recruitment process for the selection of "Safai Karmachari-cum-sub-staff" and/or 'Sub- Staff' as a one-time measure.

Considering the said Memorandum of Settlement, the High Court found that though there was some delay in moving the writ petition, but looking to the obligation of the Bank, as agreed, which has not been discharged in its right perspective, the above directions were issued. In fact, the High Court found that to fulfill the obligations under the Memorandum of Settlement, the Bank had indeed initiated recruitment process for selection of "Safai Karmachari-cum-sub-staff", but midway through, the process of recruitment was cancelled for some of the regions.

In the said context, while allowing the writ petition, it was directed that the Bank shall fulfil its obligations under the Memorandum of Settlement dated 09.08.2012 and initiate the recruitment process only as a one-time measure for selecting from amongst the casual/ temporary workers, 'Safai Karmachari-cum- sub-staff' on full time basis within a period of six months from the receipt of the order.

The High Court has further observed that, while issuing such a direction, the right of the Bank to determine the availability of the vacancies and to adopt a particular procedure for making recruitments or select or reject candidates on the basis of performance and on merit and other similar factors, has not been taken away.

After hearing Shri Dhruv Mehta, learned senior counsel for the appellant-Bank and Mr. Rituraj Biswas, learned counsel for the respondents, and considering the contents of the Memorandum of Settlement and the obligation, which is required to be discharged by the Bank, we are of the opinion that the Management Bank has not honoured its commitment given under the Memorandum of Settlement. In fact, the Bank had taken steps to initiate the recruitment process in furtherance of the Settlement and by a subsequent communication cancelled the process selectively for some of the regions. The High Court, while allowing the petition, directed the Bank to fulfil its obligation within the time stipulated therein by the impugned order(s). In our view, the High Court has not committed any error, while dealing with the terms of the Memorandum of Settlement in passing the impugned order(s).

In view of the foregoing, we are not inclined to interfere with the order(s) impugned. The appeals are, accordingly, dismissed. However, the process of selection, as directed by the High Court, may now be completed within a period of six months from today.

Pending interlocutory application(s), if any, is/are disposed of."

18. *In view of the above, it is apparent that the Honourable Supreme Court concluded, in it's above reproduced order dated 13.07.2023, that "In the said context, while allowing the writ petition, it was directed that the Bank shall fulfil its obligations under the Memorandum of Settlement dated 09.08.2012 and initiate the recruitment process only as a one-time measure for selecting from amongst the casual/ temporary workers, 'Safai Karmachari-cum-sub-staff' on full time basis within a period of six months from the receipt of the order." It was further noted that the High Court had permitted the Bank to adopt a particular procedure for selecting or rejecting candidates on the basis of the performance and merit. The Honourable Supreme Court, thereafter, recorded that "we are of the opinion that the Management Bank has not honoured its commitment given under the Memorandum of Settlement. In fact, the Bank had taken steps to initiate the recruitment process in furtherance of the Settlement and by a subsequent communication cancelled the process selectively for some of the regions. The High Court, while allowing the petition, directed the Bank to fulfil its obligation within the time stipulated therein by the impugned order(s). In our view, the High Court has not committed any error, while dealing with the terms of the Memorandum of Settlement in passing the impugned order(s)".*

19. *It is, thus, crystal clear that the OTM was meant only for those Safai Karmacharis or Sub-Staff, who were already working with the Bank. These directions of the Honourable Supreme Court read with the law laid down in Umadevi (supra), lead to a sine-qua-non that the only option available for the Bank was to ensure that the long serving employees as like the Petitioners at it's various establishments and branches in India, were considered for the OTM.*

CONCLUSIONS

27. -----.

28. *Considering the view expressed by this Court at Aurangabad in the order dated 30.08.2023 (supra), the order of the Nagpur Bench dated 08.07.2019 (supra) and the observations of the Honourable Supreme Court in the order dated 13.07.2023 reproduced above, we deem it appropriate to direct the*

Respondent Bank to lend a literal meaning to the term "One Time Measure" and initiate the recruitment process for those employees, who are working as Safai Karmacharis/ temporaries/ casuals in the Safai Karmachari cadre and Sub- Staff cadre in view of the MoS. It is also mentioned in the MoS (reproduced above) that after such OTM, these candidates would not be allowed to participate in the recruitment process which would be initiated by the Respondent Bank subsequently."

30. These observations and conclusions of the Hon'ble High Court clearly covers the case of the Workman for absorption. There cannot be any deviation than what is concluded by the Hon'ble High Court as above, except for implementation of terms and conditions in the memorandum of settlement with the recognized Union, which is the service conditions between the parties. No other provisions of the I.D. Act or service Rules provides for such absorption in service of the Bank, as claimed by the Workman.

31. I have considered the case laws filed on behalf of the both parties. The case laws filed by both the parties are all considered by the Hon'ble High Court in its Judgment dated 12.01.2024 in Writ Petition No. 379 of 2024, on which I have placed my heavy reliance, and therefore, the case laws relied by both the parties are already considered.

32. On behalf of the Workman, certain other case laws are relied upon, which deal with termination of service and compliance of the provisions of the I.D. Act pertaining to retrenchment by the employer. However, as observed earlier, the issue of termination of the Workman is not relevant in this case. Therefore, the case laws in respect of retrenchment / termination are not relevant to the subject matter of the dispute.

33. In view of the above, Issue No. 1 regarding existence of relationship of employer and employee between the Workman and the Bank is proved and answered in Affirmative. Issue No. 2 is answered partly in affirmative.

However, the Second Party workman Shri. Bhausahab Pandharinath Lokhande died during pendency of the dispute. Hence, his wife is included in the Statement of Claim as Second Party No. 1-B as his legal heir. Considering this fact, the relief of absorption cannot be granted to the wife of the deceased Workman.

34. Hence, for issue No. 3, I pass the following Order.

ORDER

1. The Reference is answered in Negative.

2. No order as to costs.

3. Copies of this Award be sent to Government of India, Ministry of Labour, New Delhi for publication and further necessary action.

SAMEENA ABDULMAJID KHAN, Member

Date : 20.03.2025

Argued on: 06.03.2025

Judgment dictated on : 20.03.2025

Judgment transcribed on: 26.03.2025

Judgment checked & signed on: 27.03.2025

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 644.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय अहमदनगर के पंचाट (06/2018) प्रकाशित करती है।

[सं. एल -12012/79/2017-आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 23rd April, 2025

S.O. 644.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 06/2018) of the *Indus.Tribunal-cum-Labour Court Ahmednagar* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12012/79/2017-IR(B-II)]

SALONI, Dy. Director

ANNEXURE
IN THE INDUSTRIAL COURT AT AHMEDNAGAR.
BEFORE SAMEENA KHAN, MEMBER.

Reference (I.T.) No. 06/2018.
(CNR – MHIC-160000202018)

1. Zonal Manager,
Central Bank of India,
317, M.G. Road,
Pune – 411011
2. Regional Manager,
Central Bank of India,
Regional Office,
Aurangabad Plot No. 113, 5/5/72,
New Osmanpura, Aurangabad 431001
3. Branch Manager,
Central Bank of India,
Branch – Currency Chest,
Shrirampur, Post Tq. Shrirampur,
Dist. Ahmednagar.
4. Branch Manager,
Central Bank of India,
Branch – Shrirampur, At Post Shrirampur,
Tq. Shrirampur, Dist. Ahmednagar.

... **First Party.**

VERSUS

Gangaram Babasaheb Musmade,
Age : 41 years, Occu. : Nil,
At Post Kolhar Budruk,
Laxmibai Kunkulod Complex,
B-2, Second Floor, Belapur Road,
Tq. Rahata, Dist. Ahmednagar.

... **Second Party.**

APPEARANCE :- Smt. T. T. Kakad, Ld. Adv. for First Party
Shri. K.Y. Modgekar, Ld. Adv. for Second Party

AWARD

(Delivered on 20/03/2025)

1. The Central Government, in exercise of its powers under Clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (for the sake of brevity, referred to as “the I.D. Act”), has referred the dispute between the parties for adjudication to this Industrial Tribunal, vide its order dated 09.01.2018.
2. The terms of Reference as per Schedule is as follows :-

“Whether the claim of the workman Shri. Gangaram Babasaheb Musmade, on the management of Central Bank of India, Shrirampur and Currency Chest Branch for absorbing him in the post of permanent full time Safai Karamchari is justified? If yes, to what relief the workman concerned is entitled to?”

For the sake of brevity, the Second Party Workman Shri. Gangaram Babasaheb Musmade will be referred to as 'the Workman', and the First Party Central Bank of India will be referred to as the 'the Bank'.

3. After the dispute was received for adjudication, notices were issued to the parties. In response thereof, the Workman has filed his Statement of Claim at Exh. U-3. The facts of the case as pleaded in the Statement of Claim by the Workman is crystallized as follows :-

- i) Since the April-2005, the Workman was working with the Bank on daily wages as a Safai Karmachari / Unskilled Worker / Peon Class-IV.
- ii) It is submitted that he has worked continuously since 2005 till 01.08.2017.
- iii) Since 01.08.2017, he was illegally terminated from the service by oral order, without following due procedure of law.
- iv) At the time of his termination, the legal provisions as provided under Sections 25-F, 25-G and 25-H, and Rules 80 and 81 of the I.D. Act are not followed. Therefore, the termination of the Workman is in breach of the provisions of the I.D. Act, and thus illegal.
- v) It is submitted that as per the Rules applicable to the Bank, it is obligatory to grant permanency to the Workman who has worked for more than 45 days.
- vi) During his service tenure, the Workman has completed 240 days of service each year. The nature of work performed by him is of permanent nature. He was performing the work like other permanent Safai Karmachari.
- vii) However, no permanency was granted to him and he was not absorbed in permanent employment in breach of service Rules and agreement with the Union, on completion of 45 days of his service.
- viii) The Workman submits that he is belonging to Hindu Maratha Caste. His birth date is 27.09.1977, and his educational qualification is 12th pass.
- ix) Other employees junior to the Workman are still retained in the services. Similarly after termination of the Workman, one Mr. Siddhant Shantvan Mohan at Shrirampur Branch and Mr. Sunil Mehtre at Currency Chest Branch, new employees are taken in service by the Bank.
- x) The Workman, therefore, prays to set aside the oral termination order since 01.08.2017, and reinstatement him into service with continuity and full back wages with interest. It is also prayed that the Workman be absorbed in the service as a permanent employee.

4. The Bank filed its Written Statement at Exh. C-6, inter alia resisting the claim of the Workman as not maintainable. According to the Bank there is no cause of action for raising the dispute. There is no employer-employee relationship between the Bank and the Workman, and therefore, the Workman has no locus standi to raise dispute.

5. It is further submitted that the Workman was never appointed by the Bank as its workman nor he has worked on permanent basis with the Bank. There is no question of terminating him orally on 01.08.2017. The Workman was appointed on daily wages for specific purpose as per availability of work. He was called to work whenever there was necessity. Since work was not available with the Bank, no work was provided to the Workman. The Workman, thereafter, secured permanent employment with more wages elsewhere, and therefore, he stopped coming for work on his own.

6. It is further submitted that there is Statutory Recruitment Rules applicable for appointment with the Bank. As per the Recruitment Rules, an advertisement is published and on application as per the advertisement, eligible candidates are required to appear for examination and on the basis of merit list of said exam, the recruitment is done. There is no Rule to grant absorption or permanency to the employee on completion of 45 days of service on daily wage.

7. The Bank submits that whenever there is availability of work, the Workman would be called and allotted work. The Workman being on daily wages, his contract of employment is for a particular day only, and therefore, it cannot be said that the Workman was or is entitled for permanency. Moreover, the Regional Manager is not appointing authority for the Bank.

8. With these contentions, it is prayed that the claim of the Workman be rejected.

9. Considering the above facts and circumstances, Issues have been framed by my Learned Predecessor at Exh. O-5, and I have given my findings on them, for the reasons stated below, are as under :-

Sr. No.	Issues	Findings
1.	Whether there exists employer-employee relation between the First Party and the Second Party.	Affirmative.
2.	Whether the claim of the Second Party Workman Mr. Gangaram Babasaheb Musmade, on the Management of Central Bank of India, Shrirampur and	Partly Affirmative.

	Currency Chest Branch for absorbing him in the post of permanent full time Safai Karmachari, is justified?	
3.	If yes, to what relief the Second Party Workman is entitled for?	As per final Award.

10. On behalf of the Workman, oral evidence is led at Exh. U-23 and Exh. U-28. The Workman has filed documents on record along with lists Exh. U-9, U-13, Exh. U-15 is a Inspection Report with statement attached, Exh. U-17, U-19, U-23, and Exh. U-25. On behalf of the Bank its Branch Manager is examined at Exh. C-11.

11. Heard Learned Advocate Mr. K. Y. Modgekar on behalf of the Workman, and Learned Advocate Mrs. T. T. Kakad on behalf of the Bank. Perused the order of Reference, Statement of Claim with amendment, Written Statement, oral as well as documentary evidence on record. Both the parties have relied upon case laws in respect of their respective contentions, which is also considered. Learned Advocate for both the parties took me through the entire oral as well as documentary evidence on record and vehemently argued the matter in support of their respective contentions.

12. Learned Advocate Mr. K.Y. Modgekar, on behalf of the Workman vehemently argued the matter and submitted that the Workman is illegally terminated from the service without following due process of law. He was in continuous employment with the Bank, and during his service tenure from 2005 till his termination in 2017, he has completed 240 days of service in each year. New person is employed on daily wages in his place. He further strenuously argued that as per the settlement with Union functioning in the Bank, it is agreed that daily wager or casual employee who worked for more than 45 days would be absorbed in permanent service. However, the Bank has not complied with the terms of settlement with the Union. Therefore, the Workman is entitled for reinstatement in service with continuity and full back wages and also be absorbed as a permanent Safai Karmachari / Peon.

In support of his submissions, he relied upon the following case laws :-

- 1) *Jaggo V/s. Union of India and others, reported in 2025 (1) Bom.L.C. 261 (SC).*
- 2) *H.D. Singh V/s. Reserve Bank of India and others, Civil Appeal No. 6417/NL/1983 dated 10.09.1985.*
- 3) *Trade-Wings Limited V/s. Prabhakar Dattaram Phodkar of Bombay and Ors, reported in 1992 LR (1) 480.*
- 4) *Umesh Saxena V/s. Presiding Officer, Labour Court, Agra and others, reported in 1993 FLR (66) 566.*
- 5) *Divisional Secretary, Maharashtra State Board of Secondary and Secondary Education, Nagpur and another V/s. Mohd. Naim s/o Abdul Rahim, reported in 2009 (1) Bom. LC 453 (Bom).*
- 6) *Jayantibhai Raojibhai Patel V/s. Municipal Council, Narkhed, Civil Appeal No. 6188 of 2019, arising out of SLP (C) No. 8112 of 2019, dated 21.08.2019.*
- 7) *M.P. Electricity Board, Vidisha V/s. Hariram and another, reported in 2000 (87) FLR 750.*
- 8) *Samishta Dube V/s. City Board, Etawah & Another, reported in 1999 CLR 460.*
- 9) *General Manager, Telecom, Nagpur and others V/s. Naresh Brijlal Charote, reported in 2001 LAB I.C. 2127.*
- 10) *Gauri Shankar Vs. State of Rajasthan, reported in 2015 LLR 785.*
- 11) *Bright Export Limited v/s. Central Board of Trustee, EPF Organisation, reported in 2016 LLR 487.*
- 12) *Sanjay Kumar s/o Surendra Kumar Sharma V/s. Chief Executive Officer, Janpad Panchayat, Ratlam, reported in 2010 LLR 1065.*
- 13) *Central Welfare Board and Others V/s. Ms. Anjali Bepari and Others, reported in 1996 LLR 1089.*
- 14) *Vilas Agaji Pawar and others V/s. The Union of India Additional Solicitor General and Others, Writ Petition No. 379 of 2024 dated 12th January, 2024.*
- 15) *Chief Conservator of Forests, Pune (T) and another, V/s. Janabai Sonaba Sarpale, reported in 2019 (1) Bom.LC 18.*
- 16) *K.V. Durga Prasad & Ors. V/s. Sri. Durgamalleshwara Swami Vari Devasthanam Vijayawada & Ors., reported in 1996 LLR 329.*
- 17) *Spentex Industrial Limited V/s. Member, Industrial Court, Nagpur and others, reported in 2011 (131) FLR 843.*

13. Per contra, Learned Advocate Mrs. T. T. Kakad on behalf of the Bank has vehemently submitted that being a Nationalized Bank the Bank is governed by its Recruitment Rules. No recruitment or appointment in the Bank can be done without following due procedure of recruitment. The Workman cannot be allowed back door entry as claimed in this Reference. Further it was strenuously submitted that the Workman being a daily wager has no right of employment and further to be absorbed in the service. He was not terminated from the service. On the other hand, he himself stopped coming for work. The workman being a daily wager and not in regular employment with the Bank, cannot be said to be a Workman of the Bank, and therefore, lacking relationship between the Bank and the Workman of employer-employee, the demand of the Workman is without locus standi.

In support of her submissions, she relied upon the case in between *Secretary, State of Karnataka and Ors. V/s. Umadevi and others, reported in AIR 2006 SC 1806*. She also filed on record a copy of Judgment and Award dated 04.07.2019 passed in Reference (I.T.) No. 14 of 2015 by this Tribunal.

REASONS

As to Issue Nos. 1 to 3 :-

14. Before proceeding for adjudication, it is worthwhile to consider the *lis* between the parties which is referred to this Tribunal by the Appropriate Government.

15. Admittedly, as per the Order of Reference, the Reference is under Section 10(1)(d) of the I. D. Act by the Central Government.

Section 10(1)(d) reads as, “where the Central Government is of opinion that any Industrial Dispute exists or is apprehended, it may at any time by order in writing, refer the dispute or any matter appearing to be connected with or relevant to the dispute, whether it relates to any matter specified in the Second Schedule or the Third Schedule, to a Tribunal for adjudication.”

Therefore, in terms of this provision, the dispute between the parties is referred for adjudication.

16. Further as per Section 10(4) powers of the Tribunal to make an Award is restricted - (i) to the points of dispute referred for adjudication and (ii) to the points incidental thereto. Therefore, this Sub-section indicates that extent of jurisdiction of the adjudicatory Tribunal is confined to the points specified in the Order of Reference or matters incidental thereof.

The jurisdiction of a Tribunal springs from the order of Reference and it has to confine its adjudication to the specified Industrial Dispute and matters incidental thereof. This is beyond doubt on the language of Sub-section 4 itself and various decisions of Hon'ble Supreme Court and Hon'ble High Courts. Therefore, in view of the express language there can be no doubt that the Tribunal has no power to make an Award on points of dispute not referred for adjudication or on a point which is not incidental to the point of dispute referred for adjudication. It is not open for the Tribunal to travel beyond the terms of Reference. The Tribunal cannot expand its jurisdiction beyond the term of Reference as mentioned in the Schedule.

17. Having regard to the dictionary meaning of the word 'incidental', evidently matters which require independent consideration or treatment and have their own importance cannot be considered 'incidental'. The matters which are incidental to the Reference may, sometimes relate to questions which go to the root of the jurisdiction of Tribunal. For example, question relating to the nature of activity of the employer as to whether it constitutes an industry or not, question relating to maintainability etc. It is on the determination of this question that the jurisdiction of the Tribunal to adjudicate upon the Reference rests. Therefore, such questions may fall as matters incidental to Reference.

18. Adverting to the present Order of Reference dated 09.01.2018, the Schedule of Reference is for adjudication of the dispute as to “*Whether the claim of the workman Shri. Gangaram Babasaheb Musmade, on the management of Central Bank of India, Shrirampur and Currency Chest Branch for absorbing him in the post of permanent full time Safai Karamchari is justified? If yes, to what relief the workman concerned is entitled to?*” Therefore, considering the Schedule as above, the adjudication can only be confined to the dispute as referred for adjudication.

19. On considering the pleadings of the Workman and reliefs claimed in his Statement of Claim, it is quite apparent that he has pleaded and claimed relief regarding his alleged oral termination w.e.f. 01-08-2017, with a relief of reinstatement with continuity of service and full back wages. In his pleading he has also specifically pleaded that when he raised dispute to absorb him in services of the Bank, he was orally terminated from the services since 01-08-2017. Therefore, as on the date when dispute was raised, the Workman was not terminated, and therefore, the dispute of termination was not separately raised by him before concerned authority before the matter was Referred. The Order of Reference also do not refer any dispute regarding the alleged termination of the Workman w.e.f. 01-08-2017. Moreover, the said dispute regarding alleged termination of the Workman cannot be said to be an incidental issue. The same was not part of the dispute which was raised for adjudication and referred by this Reference. Therefore, considering the same would run counter to grain of the provisions of the I. D. Act.

20. Hence, in view of the above factual aspects and legal proposition, I am confining the present dispute for adjudication only as referred in the Schedule to Order of Reference dated 09.01.2018. My Learned Predecessor has also framed issues in terms of Schedule with an incidental issue as to “whether their exist employer-employee relationship between the First Party Bank and Second Party Workman?” Therefore, the *lis* between the parties is confined only to the Order of Reference and the entire pleadings and evidence which pertains to the alleged termination of the Workman is not considered and discussed in this Award.

21. It is not in dispute that the Workman was working with the Bank on daily wages as a Safai Karmachari, initially since 2005. The Workman has filed on record an inspection report at Exh. U-15. A chart is annexed with the said inspection report which reflects his working days for the year 2011, 2015 and 2017, and wages paid to him during this period which reflects that the Workman has worked with the Bank, Shrirampur Branch in 2011 for 20 days, in 2015 for 3 days, and in 2017 for 19 days. Apart from this details of number of working days, nothing is placed on record by the parties. Therefore, this uncontroverted statement filed on record is considered as a conclusive proof to determine the tenure of employment of the Workman, and the number of days worked by him with the Bank. Apart from this details of number of working days, the witness on behalf of the Bank has categorically admitted that the Workman was initially appointed since 2005, and was paid wages till 01.08.2017.

22. It is also not in controversy that the Bank on 09.08.2012, entered into a memorandum of settlement with the All India Central Bank Employees’ Federation (AICBEF) (Recognised Majority Union For Award Staff), by which it was agreed that temporary / casual workers engaged in various branches of the Bank all over India, would be allowed to participate in the recruitment process to be initiated in immediate future, but not in the subsequent process for selection to the post of Safai-Karmachari-cum-sub-staff on full time basis along with fresh candidates. The criteria for the casual workers engaged in various branches of the Bank to participate in the recruitment process was to produce his satisfactory proof acceptable to the Bank to show that such worker have been engaged in subordinate cadre (including as Safai Karmachari) and has put in a minimum 45 days service till a period of 12 months. Based on this settlement, the Workman is claiming absorption with the Bank.

23. Admittedly, the Bank is a Nationalized Bank. Admittedly, the recruitment in the Bank is governed by its Recruitment Rules. The Workman in his cross-examination has categorically admitted that the Bank is a Nationalized Bank functioning all over India. It is also admitted that the recruitment of employees in the Bank is through Central Office, and for the purpose of such recruitment, an advertisement is published with terms and conditions and requisite qualification. On the applications in response to the said advertisement, eligible candidates are selected who is to undergo written examination as well as oral interview. Thereafter, the candidate is selected and issued with order of appointment. The Workman, at the time of entry to work as Safai Karmachari in the Bank, had not undergone any such recruitment process. This fact is also admitted by the Workman in his cross-examination. It is also admitted by him in his cross-examination that he was not issued with any written appointment order. He further admits that in response to the subsequent advertisement of recruitment dated 22.12.2023, the worker who had applied for such appointment were given relaxation in age, etc. However, the said advertisement could not reach its logical end and no recruitment could take place as per the said advertisement. A copy of such application by the Workman to the Bank for participation in the recruitment procedure in the year 2023 is filed on record along with list at Exh. U-25, at serial No. 7.

24. There is no doubt that the nature of work performed by the Workman is of continuous and permanent nature. The Workman in his oral evidence has specifically mentioned name of a person who is appointed as daily wager after his alleged termination. This fact is also admitted by the witness on behalf of the Bank in his cross-examination. The witness admits that one Mr. Pratham Jogdand is working on daily wages in the Bank after discontinuing the Workman. He further admits that there is no permanent Sweeper or Peon in the Bank. Therefore, it is clear that as on today, no person is working in the Bank as a Sweeper / Peon on permanent basis. It is also clear that after discontinuing the Workman, he is replaced by another temporary / daily wage employee. The witness also admits that cleanliness in the Bank is a essential service.

25. Therefore, considering the oral evidence on record and on analysis of the same, the absorption of the Workman in the Bank, it being a Nationalized Bank, amenable to Service Rule and bound by the settlement with recognized Union, it would be legal, proper and justified to absorb the Workman in terms of memorandum of settlement dated 09.08.2012 with the recognized Union. The said memorandum of settlement is filed on record by the Workman at Exh. U-23, serial No. 12. Various communications by the Bank and the Union regarding implementation of the said settlement dated 09.08.2012 are also filed on record by the Workman along with list at Exh. U-23, at serial Nos. 1, 2, 3, 4, 11, 13 and 14. These documents filed on record, undisputedly exhibits that the settlement between the Bank and the recognized Union dated 09.08.2012 is not implemented as on today.

26. The similar issue as in the present Reference, regarding absorption of casual employees in the Bank as per the memorandum of settlement dated 09.08.2012 was dealt by the Hon’ble High Court of Judicature at Bombay Bench at Aurangabad, the Hon’ble High Court of Judicature at Bombay Bench at Nagpur and the Hon’ble Supreme Court. The latest Judgment on this issue is by the Hon’ble High Court of Judicature at Bombay Bench at Aurangabad in Writ Petition No. 379 of 2024, in which order is passed on 12.01.2024. In the said order dated 12.01.2024, the

Hon'ble High Court has considered the Judgments in various Writ Petitions before the same Bench, before Hon'ble Bench at Nagpur and the Hon'ble Supreme Court.

27. The said Judgment is necessary for consideration and adjudication of the present dispute between the parties. In the facts as well as law, the Judgment in Writ Petition No. 379 of 2024 is squarely applicable to the dispute in this Reference. The Petitioners in the said Writ Petition were also working as Safai Karmachari (casual workers) with the Bank. The memorandum of settlement with the recognized Union dated 09.08.2012, permitting them to participate in the recruitment process on the post of Safai Karmachari on full time basis along with fresh candidate, was in issue.

28. The Hon'ble High Court considered the earlier orders of the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad in Writ Petition No. 14281 of 2019 between **Vilas Agaji Pawar and others V/s. Union of India and others** dated 30.08.2023. The Hon'ble High Court also considered the similar matter wherein the Petitioner had approached the Hon'ble High Court of Judicature at Bombay Bench at Nagpur vide Writ Petition No. 8275 of 2018 between **Sandip Pralhad Ingole and others V/s. Central Bank of India and others**. The said Writ Petition was decided and partly allowed vide Judgment and Order dated 08.07.2019. This Judgment of the Hon'ble Nagpur Bench was in challenge before the Hon'ble Supreme Court in Civil Appeal Nos. 2760 to 2761 of 2023. In the said Civil Appeal, the Hon'ble Supreme Court vide order dated 13.07.2023, confirmed the order of the Hon'ble High Court of Judicature at Bombay Bench At Nagpur.

29. At this stage it is necessary to reproduce the observations and conclusions of the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad in its Judgment dated 12.01.2024 in Writ Petition No. 379 of 2024. The relevant paragraphs which can be directly applicable to the present dispute and has nexus, are reproduced as follows :-

"9. It is, thus, obvious that the issue before this Court and as was the issue before the Nagpur Bench, is as regards the fate of these workers, who have been working for years together and have been shown to be casual workers as Safai Karmacharis/ Kamgars. While dealing with this issue, the case turns upon the clauses of the Memorandum of Settlement dated 09.08.2012 (hereinafter referred to as the 'MoS') between the Respondent Bank and the recognized Union. As a background to the MoS, it needs mention that the Respondent Bank had decided to recruit subordinate staff with nomenclature as Safai Karmachari-cum-Sub Staff and/or Sub Staff. It is an admitted position that this Bank has been engaging temporaries and casual workers as Safai Karmacharis for decades together and at various branches all over India.

10. The recognized Union raised this issue on behalf of such employees and it was agreed between the parties vide the MoS that the Bank should initiate a 'One Time Measure' (hereinafter referred to as the 'OTM') for considering these workers for regularization. It is an admitted position, as set out in the MoS, that the Bank decided to adopt a 'Pro Employee Initiative' and converted the Permanent Part Time Safai Karmacharis (PTSKs) into full time workers with the designation Safai Karmachari-cum- Sub Staff w.e.f. 01.04.2011. This was the mode adopted with regard to those temporaries, who were earlier working for decades and thereafter, their nomenclature was changed to Permanent Part Time Safai Karmacharis (PTSKs). We have every reason to be astonished by this definition since no provision under the Industrial Disputes Act, 1947 and presently, the Industrial Relations Code, 2020, has created any new category of workers as Permanent Part Time Safai Karmacharis.

11. The MoS indicates that the Bank decided to recruit Safai Kamgars by following the due process as a 'One Time Measure'. The recognized Union persuaded the Bank to adopt a humane approach and provide an opportunity to such temporaries/ casual workers to settle their grievances/ disputes / demands through an out of court mechanism. Keeping this in focus, the recognized Union and the Respondent Bank agreed on the following modalities:-

"WHEREAS after a series of discussions, it has since been agreed by and between the Management and All India Central Bank Employees' Federation (AICBEF) (Recognised Majority Union for Award Staff) that as a one time measure such temporary/casual workers so engaged by various branches within the guidelines of Central Office Management will be allowed to participate in the Recruitment Process which will be Initiated. In the Immediate future (but not in the subsequent processes, if any) for selection to the post of sub-ordinate staff with the designation 'Safai Karmachari-cum- sub-staff' and/or 'Sub-staff', on Full-Time basis (as per the eligibility criteria) alongwith fresh candidates, subject to fulfilling all the following conditions:

(i) Such temporary/casual worker should have been engaged in sub-ordinate cadre (including as Safai Karmachari) and have put in a minimum 45 days service during a continuous period of 12 months:

(ii) The age of the candidate should have been between 18 to 26 (relaxable in eligible categories as per rules) when they were initially engaged as temporary/casual worker.

(iii) The age of the candidate as on the date of this Settlement should not have been more than 45 years, Irrespective of category (le., SC/ST/OBC/GEN.)

(iv) *The candidate should produce satisfactory proof acceptable to the Bank in support of his/her claim of having worked with the bank on temporary/casual basis for a minimum 45 days in a continuous period of 12 months.*

(v) *The Registration for employment with Employment Exchange by the candidate is preferred, but not essential. Accordingly, the candidates having valid Registration with Employment Exchanges should attach the duly attested cards/proof to this effect, at the time of applying for the post in terms of this Settlement.*

(vi) *In case of the candidate had hitherto filled cases in Courts/ALC 'RLC/CGIT etc. seeking absorption in permanent employment in the Bank and such cases are still pending for final disposal, such candidates should willingly and unconditionally withdraw such cases filed by them before different fora prior to applying for participating in the Recruitment Process in which they are so allowed to participate in terms of this Settlement for the post of 'Safai Karmachari-cum-sub-staff' and/or 'Sub-staff', subject to otherwise being eligible as per the eligibility criteria prescribed for respective post, and @ declaration to this effect should be Given along with an undertaking that he/she would abide by the results of the recruitment process.*

(vii) *Notwithstanding what is stated above, where there are Awards/ judgments of any Tribunal / Courts directing the Bank to include and consider any candidate! while conducting future process, such candidates would be considered and allowed to appear in the interview process initiated in pursuance of this Settlement irrespective of the age and other eligibility criteria provided under this Settlement subject however that in any case the age at the time of interview should not be above 60 years.*

(viii) *The Recruitment for the post of 'Safai Karmachari-cum-sub-staff' end 'Sub-staff' under this dispensation (i.e., for fresh candidates and also the candidates hitherto worked as temporary/causal worker and being eligible to apply for the same under this Settlement), shall be done through personal Interview of the eligible candidates by Committee/s to be constituted by the Management.*

It is also agreed mutually that out of the vacancies of 'Sub-staff' so identified to be filled in through the Recruitment Process that will be initiated in immediate future, the existing 'Safai Karmachari cum-sub-staff' will be considered for conversion as 'Sub-staff' (Peon) (after following the due Process of conversion) to the extent of 25% of vacancies of 'Sub- staff' (as per the relevant guidelines of Government of India) under this Recruitment process only.

It is mutually understood and agreed that allowing the temporary/casual workers (being otherwise eligible to participate under this Settlement) alongwith the immediate Recruitment Process which will be conducted for selection of 'Safai Karmachari-cum-sub staff' and/or 'Sub-staff', is a one-time measure applicable only for this process under this Settlement and shall not be quoted as a precedent, in future. Further, such temporary/casual workers who do not apply for the process under this dispensation (being otherwise eligible to participate under this Settlement) for the reasons what-so-ever and/or those who, having participated in the process but could not be selected therein, have no right/claim what-so-ever to be called again for such process in succession or in future.

It is understood and agreed that the provisions of this settlement shall supercede the provisions of all previous settlements, if any, In this regard."

ONE TIME MEASURE- LEGAL PROCESS

13. *It does not call for any debate that the judgment delivered by the Honourable Supreme Court (five Judges Bench) in Secretary, State of Karnataka and others vs. Umadevi and others, (2006) 4 SCC 1, paved the way for regularization of long working temporaries/ casuals by introducing the principle of 'One Time Measure' (OTM). By the said judgment, the Honourable Supreme Court concluded that such OTM would be for those persons, who have been working regularly, though appointed irregularly. It has been clarified that distinction between "irregular appointments" and "illegal appointments" would be that irregular appointments are of those category of employees, who are not selected through a regular selection process, but are otherwise legally eligible to be appointed. Illegal appointments would include those persons, who may have been appointed through the regular process, but were inherently ineligible to be appointed. The Honourable Supreme Court also dealt with the aspect of legitimate expectation of long standing temporaries/ casual workers. It was then concluded that OTM shall be adopted by the concerned Authority to ensure that such appointments are regularized.*

14. *There is no dispute that the Respondent Bank and the recognized Union arrived at the MoS for introducing OTM for temporaries/ casuals. - - - - -."*

15. *Before the Nagpur Bench, in Sandip Pralhad Ingole (supra), it was concluded that the Bank is a public sector undertaking and is obliged to perform a duty to act legally, reasonably and ensure fulfillment of it's commitments under the industrial agreement. It is beyond debate that the settlement with a recognized union assumes a character of a supreme document and that binds not only the signatories to the settlement,*

but the entire establishment. The Nagpur Bench concluded that the Bank was under a commitment to honour the MoS. Earlier recruitment drive was cancelled/ aborted by the communication dated 04.07.2014. Since then, this is the first recruitment process vide the impugned advertisement published on the website of the Respondent Bank titled as "Recruitment of Safai Karmachari-cum-Sub-Staff and/or Sub Staff 2024-2025". Insofar as the Petitioners and similarly placed persons in the State of Maharashtra are concerned, the Bank published a notice in daily Marathi "Loksatta". It is, thus, apparent that after more than 11 years, the Respondent Bank has decided to adopt OTM for recruiting Safai Karmacharis and Sub Staff.

16. It is strenuously canvassed on behalf of the Respondent Bank that none of these candidates have completed 240 days in continuous employment. Each one of them used to work for various spells over a period of two months, three months or more and were replaced by a different batch of Safai Karmacharis. Naturally, this raises a question as to whether, the work of Safai Karmacharis was a seasonal employment with the Respondent Bank. This defies logic. It cannot be disputed that sweeping and cleaning the establishments and branches of the Respondent Bank is a continuous nature of work having a perennial character. By no stretch of imagination can it be termed or even attempted to be branded as seasonal employment. If the work of cleaning and sweeping the establishments and branches is of a perennial character, any argument contending that one batch of Safai Karmacharis worked for a particular duration to be replaced by another batch of Safai Karmacharis for another spell/ duration, has to be rejected outright keeping in view the law laid down by the Honourable Supreme Court in H.D. Singh vs. Reserve Bank of India and others, (1985) 4 SCC 201, State of Haryana and others vs. Piara Singh and others, (1992) 4 SCC 118 and Bajaj Auto Ltd. vs. Bhojane Gopinath D., 2004 I CLR 502.

17. The judgment of the Nagpur Bench in Sandip Pralhad Ingole (supra) was sought to be reviewed and there is no dispute that the Review Application was dismissed vide the order dated 08.02.2021. The judgment was carried to the Honourable Supreme Court by the Respondent Bank in Civil Appeal Nos.2760-2761/2023 and by order dated 13.07.2023, the Civil Appeals preferred by the Respondent Bank were dismissed with a reasoned order, which reads thus:-

"These appeals arise out of the orders dated 08.07.2019 and 08.02.2021 passed by the High Court of Judicature at Bombay, Nagpur Bench, in W.P. No. 8275 of 2018 and MCAST No. 19326 of 2019 respectively. The High Court, while allowing the writ petition, issued certain directions relying upon the Memorandum of Settlement dated 09.08.2012 entered into between the Management- Bank and the Employees' Federation which prompted/culminated into the Management- Bank issuing a Circular Letter No. CO:HRD:IRP:2012:13:17 dated 14.08.2012. The directions read as follows:-

"i. The writ petition is partly allowed.

ii. We direct to the respondent bank to fulfil its obligation under the Memorandum of Settlement dated 9th August, 2012 imposing a duty to initiate the recruitment process only as one time measure for selecting, from amongst casual and temporary workers, "Safai Karmachari cum Sub Staff" on full time basis within a period of six months from the date of the receipt of order.

iii. By issuing such directions, we have not taken away discretion of the bank to determine the availability of the vacancies and to adopt a particular procedure for making recruitments or select or reject candidates on the basis of performance and on merit and other similar factors.

iv. Rule is made absolute in these terms. No order as to costs."

As per the said Memorandum of Settlement, it was agreed that the temporary and casual workers engaged in the Bank and who have put in a minimum 45 days' service during a continuous period of 12 months may be permitted to participate in the ensuing recruitment process for the selection of "Safai Karmachari-cum-sub-staff" and/or 'Sub- Staff' as a one-time measure.

Considering the said Memorandum of Settlement, the High Court found that though there was some delay in moving the writ petition, but looking to the obligation of the Bank, as agreed, which has not been discharged in its right perspective, the above directions were issued. In fact, the High Court found that to fulfill the obligations under the Memorandum of Settlement, the Bank had indeed initiated recruitment process for selection of "Safai Karmachari-cum-sub-staff", but midway through, the process of recruitment was cancelled for some of the regions.

In the said context, while allowing the writ petition, it was directed that the Bank shall fulfil its obligations under the Memorandum of Settlement dated 09.08.2012 and initiate the recruitment process only as a one-time measure for selecting from amongst the casual/ temporary workers, 'Safai Karmachari-cum- sub-staff' on full time basis within a period of six months from the receipt of the order.

The High Court has further observed that, while issuing such a direction, the right of the Bank to determine the availability of the vacancies and to adopt a particular procedure for making recruitments or

select or reject candidates on the basis of performance and on merit and other similar factors, has not been taken away.

After hearing Shri Dhruv Mehta, learned senior counsel for the appellant-Bank and Mr. Rituraj Biswas, learned counsel for the respondents, and considering the contents of the Memorandum of Settlement and the obligation, which is required to be discharged by the Bank, we are of the opinion that the Management Bank has not honoured its commitment given under the Memorandum of Settlement. In fact, the Bank had taken steps to initiate the recruitment process in furtherance of the Settlement and by a subsequent communication cancelled the process selectively for some of the regions. The High Court, while allowing the petition, directed the Bank to fulfil its obligation within the time stipulated therein by the impugned order(s). In our view, the High Court has not committed any error, while dealing with the terms of the Memorandum of Settlement in passing the impugned order(s).

In view of the foregoing, we are not inclined to interfere with the order(s) impugned. The appeals are, accordingly, dismissed. However, the process of selection, as directed by the High Court, may now be completed within a period of six months from today.

Pending interlocutory application(s), if any, is/are disposed of."

18. *In view of the above, it is apparent that the Honourable Supreme Court concluded, in it's above reproduced order dated 13.07.2023, that "In the said context, while allowing the writ petition, it was directed that the Bank shall fulfil its obligations under the Memorandum of Settlement dated 09.08.2012 and initiate the recruitment process only as a one-time measure for selecting from amongst the casual/ temporary workers, 'Safai Karmachari-cum-sub-staff' on full time basis within a period of six months from the receipt of the order." It was further noted that the High Court had permitted the Bank to adopt a particular procedure for selecting or rejecting candidates on the basis of the performance and merit. The Honourable Supreme Court, thereafter, recorded that "we are of the opinion that the Management Bank has not honoured its commitment given under the Memorandum of Settlement. In fact, the Bank had taken steps to initiate the recruitment process in furtherance of the Settlement and by a subsequent communication cancelled the process selectively for some of the regions. The High Court, while allowing the petition, directed the Bank to fulfil its obligation within the time stipulated therein by the impugned order(s). In our view, the High Court has not committed any error, while dealing with the terms of the Memorandum of Settlement in passing the impugned order(s)".*

19. *It is, thus, crystal clear that the OTM was meant only for those Safai Karmacharis or Sub-Staff, who were already working with the Bank. These directions of the Honourable Supreme Court read with the law laid down in Umadevi (supra), lead to a sine-qua-non that the only option available for the Bank was to ensure that the long serving employees as like the Petitioners at it's various establishments and branches in India, were considered for the OTM.*

CONCLUSIONS

27. -----.

28. *Considering the view expressed by this Court at Aurangabad in the order dated 30.08.2023 (supra), the order of the Nagpur Bench dated 08.07.2019 (supra) and the observations of the Honourable Supreme Court in the order dated 13.07.2023 reproduced above, we deem it appropriate to direct the Respondent Bank to lend a literal meaning to the term "One Time Measure" and initiate the recruitment process for those employees, who are working as Safai Karmacharis/ temporaries/ casuals in the Safai Karmachari cadre and Sub- Staff cadre in view of the MoS. It is also mentioned in the MoS (reproduced above) that after such OTM, these candidates would not be allowed to participate in the recruitment process which would be initiated by the Respondent Bank subsequently."*

30. These observations and conclusions of the Hon'ble High Court clearly covers the case of the Workman for absorption. There cannot be any deviation than what is concluded by the Hon'ble High Court as above, except for implementation of terms and conditions in the memorandum of settlement with the recognized Union, which is the service conditions between the parties. No other provisions of the I.D. Act or service Rules provides for such absorption in service of the Bank, as claimed by the Workman.

31. Advertisement for recruitment as a Safai Karmachari / Sub-staff / Peon published in the year 2024-25, is not yet proceeded with. It has also come on record that there are many posts of Safai Karmachari to be filled in the Shrirampur and Currency Chest Branch, but as on today, there is no permanent Safair Karmachari or Peon. However, such post is in existence and it needs to be filled permanently by adhering to the recruitment process and by adhering to the memorandum of settlement of 2012 with the recognized Union.

32. I have considered the case laws filed on behalf of the both parties. The case laws filed by both the parties are all considered by the Hon'ble High Court in its Judgment dated 12.01.2024 in Writ Petition No. 379 of 2024, on which I have placed my heavy reliance, and therefore, the case laws relied by both the parties are already considered.

33. On behalf of the Workman, certain other case laws are relied upon, which deal with termination of service and compliance of the provisions of the I.D. Act pertaining to retrenchment by the employer. However, as observed earlier, the issue of alleged termination of the Workman is not within the scope of this Reference. Therefore, the case laws in respect of retrenchment / termination are not relevant to the subject matter of the dispute.

34. In view of the above, Issue No. 1 regarding existence of relationship of employer and employee between the Workman and the Bank is proved and answered in Affirmative. Issue No. 2 is answered partly in affirmative. For issue No. 3, I pass the following Order.

ORDER

1. The Reference is answered partly in affirmative.
2. The claim of the Workman Shri. Gangaram Babasaheb Musmade on the Management of the Bank, Shrirampur and Currency Chest Branch, for absorbing him on the post of permanent full time Safai Karmachari is justified, subject to his participation in the recruitment process and in terms of the memorandum of settlement dated 09.08.2012 with the recognized Union.
3. The Workman Shri. Gangaram Babasaheb Musmade is entitled for absorption on the post of Safai Karmachari / Sub-staff or in other similar post, on participation in immediate recruitment process which would be initiated by the Bank.
4. The Bank is further directed to consider the Second Party Workman in the recruitment process in accordance with the terms of memorandum of settlement dated 09.08.2012, and if eligible and suitable, grant him appointment on permanent basis.
5. No order as to costs.
6. Copies of this Award be sent to Government of India, Ministry of Labour, New Delhi for publication and further necessary action.

SAMEENA ABDULMAJID KHAN, Member

Date : 20.03.2025.

Argued on: 06.03.2025.

Judgment dictated on : 20.03.2025.

Judgment transcribed on: 26.03.2025.

Judgment checked & signed on: 27.03.2025.

नई दिल्ली, 23 अप्रैल, 2025

का.आ. 645.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय अहमदनगर के पंचाट (07/2018) प्रकाशित करती है।

[सं. एल -12012/73/2017-आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 23rd April, 2025

S.O. 645.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 07/2018) of the *Indus.Tribunal-cum-Labour Court Ahmednagar* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12012/73/2017-IR(B-II)]

SALONI, Dy. Director

ANNEXURE

IN THE INDUSTRIAL COURT AT AHMEDNAGAR BEFORE SAMEENA KHAN, MEMBER

Reference (I.T.) No. 07/2018.

(CNR – MHIC-160000212018)

1. Zonal Manager,
Central Bank of India,
317, M.G. Road,
Pune – 411011

2. Regional Manager,
Central Bank of India,
Regional Office,
Aurangabad Plot No. 113, 5/5/72,
New Osmanpura, Aurangabad 431001.

2-A. Regional Manager,
Central Bank of India,
Plot No. P-56,
M.I.D.C., Sahyadri Chowk,
Nagapur, Ahmednagar.

3. Branch Manager,
Central Bank of India,
Branch – Vambori, At Post Vambori,
Tq. Rahuri, Dist. Ahmednagar.

... **First Party.**

VERSUS

Pravin Ratan Sasane,
Age : 35 years, Occu. : Service,
At Post Vambori, Tq. Rahuri,
Dist. Ahmednagar.

Second Party.

APPEARANCE :- Smt. T. T. Kakad, Ld. Adv. for First Party
Shri. K. Y. Modgekar, Ld. Adv. for Second Party

AWARD

(Delivered on 20/03/2025)

1. The Central Government, in exercise of its powers under Clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (for the sake of brevity, referred to as “the I.D. Act”), has referred the dispute between the parties for adjudication to this Industrial Tribunal, vide its orders dated 22.01.2018 (Exh. O-1) and 11.12.2017 (Exh. O-2).

2. The terms of Reference as per Schedule is as follows :-

“Whether the claim of the workman Shri. Pravin Sasane, on the management of Central Bank of India, Vambori Branch for absorbing him in the post of permanent full time Safai Karamchari is justified? If yes, to what relief the workman concerned is entitled to?”

For the sake of brevity, the Second Party Workman Shri. Pravin Ratan Sasane will be referred to as ‘the Workman’, and the First Party Central Bank of India will be referred to as the ‘the Bank’.

3. After the dispute was received for adjudication, notices were issued to the parties. In response thereof, the Workman has filed his Statement of Claim at Exh. U-3 and amended Statement of Claim at Exh. UA-1. The facts of the case as pleaded in the Statement of Claim by the Workman is crystallized as follows :-

i) Since January-2013, the Workman is working with the Bank on daily wages as a Safai Karmachari/ Unskilled Worker/Peon Class-IV.

ii) It is submitted that he has worked continuously since January-2013 till filing of the Statement of Claim.

iii) The legal provisions as provided under Sections 25-F, 25-G and 25-H, and Rules 80 and 81 of the I.D. Act are applicable to the Bank.

iv) It is submitted that as per the Rules applicable to the Bank, it is obligatory to grant permanency to the Workman who has worked for more than 45 days.

v) During his service tenure, the Workman has completed 240 days of service each year. The nature of work performed by him is of permanent nature. He was performing the work like other permanent Safai Karmachari.

vi) However, no permanency was granted to him and he was not absorbed in permanent employment in breach of service Rules and agreement with the Union, on completion of 45 days of his service.

vii) The Workman submits that he is belonging to Hindu Matang Caste. His birth date is 25.12.1987, and his educational qualification is 12th pass.

viii) Other employees junior to the Workman are still retained in the services.

ix) The Workman, therefore, prays to be absorbed him in the service as a permanent employee with consequential benefits.

4. The Bank filed its Written Statement at Exh. C-6, inter alia resisting the claim of the Workman as not maintainable. According to the Bank there is no cause of action for raising the dispute. There is no employer-employee relationship between the Bank and the Workman, and therefore, the Workman has no locus standi to raise dispute.

5. It is further submitted that the Workman was never appointed by the Bank as its workman nor he has worked on permanent basis with the Bank. The Workman is appointed on daily wages for specific purpose as per availability of work. He is called to work whenever there was necessity.

6. It is further submitted that there is Statutory Recruitment Rules applicable for appointment with the Bank. As per the Recruitment Rules, an advertisement is published and on application as per the advertisement, eligible candidates are required to appear for examination and on the basis of merit list of said exam, the recruitment is done. There is no Rule to grant absorption or permanency to the employee on completion of 45 days of service on daily wage.

7. The Bank submits that whenever there is availability of work, the Workman would be called and allotted work. The Workman being on daily wages, his contract of employment is for a particular day only, and therefore, it cannot be said that the Workman was or is entitled for permanency. Moreover, the Regional Manager is not appointing authority for the Bank.

8. With these contentions, it is prayed that the claim of the Workman be rejected.

9. Considering the above facts and circumstances, Issues have been framed by my Learned Predecessor at Exh. O-4, and I have given my findings on them, for the reasons stated below, are as under :-

Sr. No.	Issues	Findings
1.	Whether there exists employer-employee relation between the First Party and the Second Party.	Affirmative.
2.	Whether the claim of the Second Party Workman Mr. Pravin Ratan Sasane, on the Management of Central Bank of India, Vambori Branch for absorbing him in the post of permanent full time Safai Karmachari, is justified?	Partly Affirmative.
3.	If yes, to what relief the Second Party Workman is entitled for?	As per final Award.

10. On behalf of the Workman, oral evidence is led at Exh. U-20 and Exh. U-25. The Workman has filed documents on record along with lists Exh. U-7, U-11, U-15, Exh. U-17 is a Inspection Report with statement attached, Exh. U-19, U-20, and Exh. U-22. On behalf of the Bank its Branch Manager is examined at Exh. C-12.

11. Heard Learned Advocate Mr. K. Y. Modgekar on behalf of the Workman, and Learned Advocate Mrs. T. T. Kakad on behalf of the Bank. Perused the order of Reference, Statement of Claim, Written Statement, oral as well as documentary evidence on record. Both the parties have relied upon case laws in respect of their respective contentions, which is also considered. Learned Advocate for both the parties took me through the entire oral as well as documentary evidence on record and vehemently argued the matter in support of their respective contentions.

12. Learned Advocate Mr. K.Y. Modgekar, on behalf of the Workman vehemently argued the matter and submitted that the Workman is in continuous employment with the Bank, and during his service tenure from January-2013 till this date, he has completed 240 days of service in each year. He further strenuously argued that as per the settlement with Union functioning in the Bank, it is agreed that daily wagger or casual employee who worked for more than 45 days would be absorbed in permanent service. However, the Bank has not complied with the terms of settlement with the Union. Therefore, the Workman is entitled for absorption as a permanent Safai Karmachari / Peon.

In support of his submissions, he relied upon the following case laws :-

- 1) *Jaggo V/s. Union of India and others, reported in 2025 (1) Bom.L.C. 261 (SC).*
- 2) *H.D. Singh V/s. Reserve Bank of India and others, Civil Appeal No. 6417/NL/1983 dated 10.09.1985.*
- 3) *Trade-Wings Limited V/s. Prabhakar Dattaram Phodkar of Bombay and Ors, reported in 1992 LR (1) 480.*
- 4) *Umesh Saxena V/s. Presiding Officer, Labour Court, Agra and others, reported in 1993 FLR (66) 566.*
- 5) *Divisional Secretary, Maharashtra State Board of Secondary and Secondary Education, Nagpur and another V/s. Mohd. Naim s/o Abdul Rahim, reported in 2009 (1) Bom. LC 453 (Bom).*
- 6) *Jayantibhai Raojibhai Patel V/s. Municipal Council, Narkhed, Civil Appeal No. 6188 of 2019, arising out of SLP (C) No. 8112 of 2019, dated 21.08.2019.*
- 7) *M.P. Electricity Board, Vidisha V/s. Hariram and another, reported in 2000 (87) FLR 750.*
- 8) *Samishta Dube V/s. City Board, Etawah & Another, reported in 1999 CLR 460.*
- 9) *General Manager, Telecom, Nagpur and others V/s. Naresh Brijlal Charote, reported in 2001 LAB I.C. 2127.*
- 10) *Gauri Shankar Vs. State of Rajasthan, reported in 2015 LLR 785.*
- 11) *Bright Export Limited v/s. Central Board of Trustee, EPF Organisation, reported in 2016 LLR 487.*
- 12) *Sanjay Kumar s/o Surendra Kumar Sharma V/s. Chief Executive Officer, Janpad Panchayat, Ratlam, reported in 2010 LLR 1065.*
- 13) *Central Welfare Board and Others V/s. Ms. Anjali Bepari and Others, reported in 1996 LLR 1089.*
- 14) *Vilas Agaji Pawar and others V/s. The Union of India Additional Solicitor General and Others, Writ Petition No. 379 of 2024 dated 12th January, 2024.*
- 15) *Chief Conservator of Forests, Pune (T) and another, V/s. Janabai Sonaba Sarpale, reported in 2019 (1) Bom.LC 18.*
- 16) *K.V. Durga Prasad & Ors. V/s. Sri. Durgamalleshwara Swami Vari Devasthanam Vijayawada & Ors., reported in 1996 LLR 329.*
- 17) *Spentex Industrial Limited V/s. Member, Industrial Court, Nagpur and others, reported in 2011 (131) FLR 843.*

13. Per contra, Learned Advocate Mrs. T. T. Kakad on behalf of the Bank has vehemently submitted that being a Nationalized Bank the Bank is governed by its Recruitment Rules. No recruitment or appointment in the Bank can be done without following due procedure of recruitment. The Workman cannot be allowed back door entry as claimed in this Reference. Further it was strenuously submitted that the Workman being a daily wager has no right of employment and further to be absorbed in the service. The workman being a daily wager and not in regular employment with the Bank, cannot be said to be a Workman of the Bank, and therefore, lacking relationship between the Bank and the Workman of employer-employee, the demand of the Workman is without locus standi.

In support of her submissions, she relied upon the case in between *Secretary, State of Karnataka and Ors. V/s. Umadevi and others, reported in AIR 2006 SC 1806*. She also filed on record a copy of Judgment and Award dated 04.07.2019 passed in Reference (I.T.) No. 14 of 2015 by this Tribunal.

REASONS

As to Issue Nos. 1 to 3 :-

14. Before proceeding for adjudication, it is worthwhile to consider the *lis* between the parties which is referred to this Tribunal by the Appropriate Government.

15. Admittedly, as per the Order of Reference, the Reference is under Section 10(1)(d) of the I. D. Act by the Central Government.

Section 10(1)(d) reads as, “where the Central Government is of opinion that any Industrial Dispute exists or is apprehended, it may at any time by order in writing, refer the dispute or any matter appearing to be connected with or relevant to the dispute, whether it relates to any matter specified in the Second Schedule or the Third Schedule, to a Tribunal for adjudication.”

Therefore, in terms of this provision, the dispute between the parties is referred for adjudication.

16. Further as per Section 10(4) powers of the Tribunal to make an Award is restricted - (i) to the points of dispute referred for adjudication and (ii) to the points incidental thereto. Therefore, this Sub-section indicates that

extent of jurisdiction of the adjudicatory Tribunal is confined to the points specified in the Order of Reference or matters incidental thereof.

The jurisdiction of a Tribunal springs from the order of Reference and it has to confine its adjudication to the specified Industrial Dispute and matters incidental thereof. This is beyond doubt on the language of Sub-section 4 itself and various decisions of Hon'ble Supreme Court and Hon'ble High Courts. Therefore, in view of the express language there can be no doubt that the Tribunal has no power to make an Award on points of dispute not referred for adjudication or on a point which is not incidental to the point of dispute referred for adjudication. It is not open for the Tribunal to travel beyond the terms of Reference. The Tribunal cannot expand its jurisdiction beyond the term of Reference as mentioned in the Schedule.

17. Having regard to the dictionary meaning of the word 'incidental', evidently matters which require independent consideration or treatment and have their own importance cannot be considered 'incidental'. The matters which are incidental to the Reference may, sometimes relate to questions which go to the root of the jurisdiction of Tribunal. For example, question relating to the nature of activity of the employer as to whether it constitutes an industry or not, question relating to maintainability etc. It is on the determination of this question that the jurisdiction of the Tribunal to adjudicate upon the Reference rests. Therefore, such questions may fall as matters incidental to Reference.

18. Adverting to the present Order of Reference dated 22.01.2018 and 11.12.2017, the Schedule of Reference is for adjudication of the dispute as to "*Whether the claim of the workman Shri. Pravin Ratan Sasane, on the management of Central Bank of India, Vambori Branch for absorbing him in the post of permanent full time Safai Karmachari is justified? If yes, to what relief the workman concerned is entitled to?*" Therefore, considering the Schedule as above, the adjudication can only be confined to the dispute as referred for adjudication.

19. On considering the pleadings of the Workman and reliefs claimed in his Statement of Claim, it is quite apparent that he has pleaded and also claimed relief regarding equal pay for equal work. The same was not part of the dispute which was raised for adjudication and referred by this Reference. Therefore, considering the same would run counter to grain of the provisions of the I. D. Act.

20. Hence, in view of the above factual aspects and legal proposition, I am confining the present dispute for adjudication only as referred in the Schedule to Order of Reference dated 22.01.2018 and 11.12.2017. My Learned Predecessor has also framed issues in terms of Schedule with an incidental issue as to "whether their exist employer-employee relationship between the First Party Bank and Second Party Workman?" Therefore, the *lis* between the parties is confined only to the Order of Reference and discussed in this Award.

21. It is not in dispute that the Workman was working with the Bank on daily wages as a Safai Karmachari, initially since January-2013. The Workman has filed on record an inspection report at Exh. U-17. Copies of Vouchers and Cash Book is annexed with the said inspection report which reflects that the Workman has worked with the Bank. Apart from this details of number of working days, the witness on behalf of the Bank has categorically admitted that the Workman was initially appointed since January-2013, and was paid wages till 22.01.2021.

22. It is also not in controversy that the Bank on 09.08.2012, entered into a memorandum of settlement with the All India Central Bank Employees' Federation (AICBEF) (Recognised Majority Union For Award Staff), by which it was agreed that temporary / casual workers engaged in various branches of the Bank all over India, would be allowed to participate in the recruitment process to be initiated in immediate future, but not in the subsequent process for selection to the post of Safai-Karmachari-cum-sub-staff on full time basis along with fresh candidates. The criteria for the casual workers engaged in various branches of the Bank to participate in the recruitment process was to produce his satisfactory proof acceptable to the Bank to show that such worker have been engaged in subordinate cadre (including as Safai Karmachari) and has put in a minimum 45 days service till a period of 12 months. Based on this settlement, the Workman is claiming absorption with the Bank.

23. Admittedly, the Bank is a Nationalized Bank. Admittedly, the recruitment in the Bank is governed by its Recruitment Rules. The Workman in his cross-examination has categorically admitted that the Bank is a Nationalized Bank functioning all over India. It is also admitted that the recruitment of employees in the Bank is through Central Office, and for the purpose of such recruitment, an advertisement is published with terms and conditions and requisite qualification. On the applications in response to the said advertisement, eligible candidates are selected who is to undergo written examination as well as oral interview. Thereafter, the candidate is selected and issued with order of appointment. The Workman, at the time of entry to work as Safai Karmachari in the Bank, had not undergone any such recruitment process. This fact is also admitted by the Workman in his cross-examination. It is also admitted by him in his cross-examination that he was not issued with any written appointment order. He further admits that in response to the subsequent advertisement of recruitment dated 22.12.2023, the worker who had applied for such appointment were given relaxation in age, etc. However, the said advertisement could not reach its logical end and no recruitment could take place as per the said advertisement. A copy of such application by the Workman to the Bank for participation in the recruitment procedure in the year 2023 is filed on record along with list at Exh. U-22, at serial No. 7.

24. There is no doubt that the nature of work performed by the Workman is of continuous and permanent nature. The Workman in his oral evidence has specifically mentioned names of persons who are retained in service. This fact is also admitted by the witness on behalf of the Bank in his cross-examination. The witness admits that one Mr. Babasaheb Shinde is working on daily wages in the Bank. He further admits that there is no permanent Sweeper or Peon in the Bank. Therefore, it is clear that as on today, no person is working in the Bank as a Sweeper / Peon on permanent basis. The witness also admits that cleanliness in the Bank is an essential service.

25. Therefore, considering the oral evidence on record and on analysis of the same, the absorption of the Workman in the Bank, it being a Nationalized Bank, amenable to Service Rule and bound by the settlement with recognized Union, it would be legal, proper and justified to absorb the Workman in terms of memorandum of settlement dated 09.08.2012 with the recognized Union. The said memorandum of settlement is filed on record by the Workman at Exh. U-20, serial No. 12. Various communications by the Bank and the Union regarding implementation of the said settlement dated 09.08.2012 are also filed on record by the Workman along with list at Exh. U-20, at serial Nos. 1, 2, 3, 4, 11, 13 and 14. These documents filed on record, undisputedly exhibit that the settlement between the Bank and the recognized Union dated 09.08.2012 is not implemented as on today.

26. The similar issue as in the present Reference, regarding absorption of casual employees in the Bank as per the memorandum of settlement dated 09.08.2012 was dealt by the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad, the Hon'ble High Court of Judicature at Bombay Bench at Nagpur and the Hon'ble Supreme Court. The latest Judgment on this issue is by the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad in Writ Petition No. 379 of 2024, in which order is passed on 12.01.2024. In the said order dated 12.01.2024, the Hon'ble High Court has considered the Judgments in various Writ Petitions before the same Bench, before Hon'ble Bench at Nagpur and the Hon'ble Supreme Court.

27. The said Judgment is necessary for consideration and adjudication of the present dispute between the parties. In the facts as well as law, the Judgment in Writ Petition No. 379 of 2024 is squarely applicable to the dispute in this Reference. The Petitioners in the said Writ Petition were also working as Safai Karmachari (casual workers) with the Bank. The memorandum of settlement with the recognized Union dated 09.08.2012, permitting them to participate in the recruitment process on the post of Safai Karmachari on full time basis along with fresh candidate, was in issue.

28. The Hon'ble High Court considered the earlier orders of the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad in Writ Petition No. 14281 of 2019 between **Vilas Agaji Pawar and others V/s. Union of India and others** dated 30.08.2023. The Hon'ble High Court also considered the similar matter wherein the Petitioner had approached the Hon'ble High Court of Judicature at Bombay Bench at Nagpur vide Writ Petition No. 8275 of 2018 between **Sandip Pralhad Ingole and others V/s. Central Bank of India and others**. The said Writ Petition was decided and partly allowed vide Judgment and Order dated 08.07.2019. This Judgment of the Hon'ble Nagpur Bench was in challenge before the Hon'ble Supreme Court in Civil Appeal Nos. 2760 to 2761 of 2023. In the said Civil Appeal, the Hon'ble Supreme Court vide order dated 13.07.2023, confirmed the order of the Hon'ble High Court of Judicature at Bombay Bench At Nagpur.

29. At this stage it is necessary to reproduce the observations and conclusions of the Hon'ble High Court of Judicature at Bombay Bench at Aurangabad in its Judgment dated 12.01.2024 in Writ Petition No. 379 of 2024. The relevant paragraphs which can be directly applicable to the present dispute and has nexus, are reproduced as follows :-

“9. It is, thus, obvious that the issue before this Court and as was the issue before the Nagpur Bench, is as regards the fate of these workers, who have been working for years together and have been shown to be casual workers as Safai Karmacharis/ Kamgars. While dealing with this issue, the case turns upon the clauses of the Memorandum of Settlement dated 09.08.2012 (hereinafter referred to as the "MoS") between the Respondent Bank and the recognized Union. As a background to the MoS, it needs mention that the Respondent Bank had decided to recruit subordinate staff with nomenclature as Safai Karmachari-cum-Sub Staff and/or Sub Staff. It is an admitted position that this Bank has been engaging temporaries and casual workers as Safai Karmacharis for decades together and at various branches all over India.

10. The recognized Union raised this issue on behalf of such employees and it was agreed between the parties vide the MoS that the Bank should initiate a "One Time Measure" (hereinafter referred to as the "OTM") for considering these workers for regularization. It is an admitted position, as set out in the MoS, that the Bank decided to adopt a "Pro Employee Initiative" and converted the Permanent Part Time Safai Karmacharis (PTSKs) into full time workers with the designation Safai Karmachari-cum- Sub Staff w.e.f. 01.04.2011. This was the mode adopted with regard to those temporaries, who were earlier working for decades and thereafter, their nomenclature was changed to Permanent Part Time Safai Karmacharis (PTSKs). We have every reason to be astonished by this definition since no provision under the Industrial Disputes Act, 1947 and presently, the Industrial Relations Code, 2020, has created any new category of workers as Permanent Part Time Safai Karmacharis.

11. The MoS indicates that the Bank decided to recruit Safai Kamgars by following the due process as a 'One Time Measure'. The recognized Union persuaded the Bank to adopt a humane approach and

provide an opportunity to such temporaries/ casual workers to settle their grievances/ disputes/demands through an out of court mechanism. Keeping this in focus, the recognized Union and the Respondent Bank agreed on the following modalities:-

"WHEREAS after a series of discussions, it has since been agreed by and between the Management and All India Central Bank Employees' Federation (AICBEF) (Recognised Majority Union for Award Staff) that as a one time measure such temporary/casual workers so engaged by various branches within the guidelines of Central Office Management will be allowed to participate in the Recruitment Process which will be Initiated. In the Immediate future (but not in the subsequent processes, if any) for selection to the post of sub-ordinate staff with the designation 'Safai Karmachari-cum- sub-staff' and/or 'Sub-staff', on Full-Time basis (as per the eligibility criteria) alongwith fresh candidates, subject to fulfilling all the following conditions:

(i) Such temporary/casual worker should have been engaged in sub-ordinate cadre (including as Safai Karmachari) and have put in a minimum 45 days service during a continuous period of 12 months:

(ii) The age of the candidate should have been between 18 to 26 (relaxable in eligible categories as per rules) when they were initially engaged as temporary/casual worker.

(iii) The age of the candidate as on the date of this Settlement should not have been more than 45 years, Irrespective of category (i.e., SC/ST/OBC/GEN).)

(iv) The candidate should produce satisfactory proof acceptable to the Bank in support of his/her claim of having worked with the bank on temporary/casual basis for a minimum 45 days in a continuous period of 12 months.

(v) The Registration for employment with Employment Exchange by the candidate is preferred, but not essential. Accordingly, the candidates having valid Registration with Employment Exchanges should attach the duly attested cards/proof to this effect, at the time of applying for the post in terms of this Settlement.

(vi) In case of the candidate had hitherto filled cases in Courts/ALC 'RLC/CGIT etc. seeking absorption in permanent employment in the Bank and such cases are still pending for final disposal, such candidates should willingly and unconditionally withdraw such cases filed by them before different fora prior to applying for participating in the Recruitment Process in which they are so allowed to participate in terms of this Settlement for the post of Safai Karmachari-cum-sub-staff' and/or 'Sub-staff', subject to otherwise being eligible as per the eligibility criteria prescribed for respective post, and @ declaration to this effect should be Given along with an undertaking that he/she would abide by the results of the recruitment process.

(vii) Notwithstanding what is stated above, where there are Awards/ judgments of any Tribunal / Courts directing the Bank to include and consider any candidate! while conducting future process, such candidates would be considered and allowed to appear in the interview process initiated in pursuance of this Settlement irrespective of the age and other eligibility criteria provided under this Settlement subject however that in any case the age at the time of interview should not be above 60 years.

(viii) The Recruitment for the post of 'Safai Karmachari-cum-sub-staff' end 'Sub-staff' under this dispensation (i.e., for fresh candidates and also the candidates hitherto worked as temporary/causal worker and being eligible to apply for the same under this Settlement), shall be done through personal Interview of the eligible candidates by Committee/s to be constituted by the Management.

It is also agreed mutually that out of the vacancies of 'Sub-staff' so identified to be filled in through the Recruitment Process that will be initiated in immediate future, the existing 'Safai Karmachari cum-sub-staff' will be considered for conversion as 'Sub-staff' (Peon) (after following the due Process of conversion) to the extent of 25% of vacancies of 'Sub- staff' (as per the relevant guidelines of Government of India) under this Recruitment process only.

It is mutually understood and agreed that allowing the temporary/casual workers (being otherwise eligible to participate under this Settlement) alongwith the immediate Recruitment Process which will be conducted for selection of 'Safai Karmachari-cum-sub staff' and/or 'Sub-staff', is a one-time measure applicable only for this process under this Settlement and shall not be quoted as a precedent, in future. Further, such temporary/casual workers who do not apply for the process under this dispensation (being otherwise eligible to participate under this Settlement) for the reasons what-so-ever and/or those who, having participated in the process but could not be selected therein, have no right/claim what-so-ever to be called again for such process in succession or in future.

It is understood and agreed that the provisions of this settlement shall supercede the provisions of all previous settlements, if any, In this regard."

ONE TIME MEASURE- LEGAL PROCESS

13. It does not call for any debate that the judgment delivered by the Honourable Supreme Court (five Judges Bench) in Secretary, State of Karnataka and others vs. Umadevi and others, (2006) 4 SCC 1, paved the way for regularization of long working temporaries/ casuals by introducing the principle of 'One Time Measure' (OTM). By the said judgment, the Honourable Supreme Court concluded that such OTM would be for those persons, who have been working regularly, though appointed irregularly. It has been clarified that distinction between "irregular appointments" and "illegal appointments" would be that irregular appointments are of those category of employees, who are not selected through a regular selection process, but are otherwise legally eligible to be appointed. Illegal appointments would include those persons, who may have been appointed through the regular process, but were inherently ineligible to be appointed. The Honourable Supreme Court also dealt with the aspect of legitimate expectation of long standing temporaries/ casual workers. It was then concluded that OTM shall be adopted by the concerned Authority to ensure that such appointments are regularized.

14. There is no dispute that the Respondent Bank and the recognized Union arrived at the MoS for introducing OTM for temporaries/ casuals. -----."

15. Before the Nagpur Bench, in Sandip Pralhad Ingole (supra), it was concluded that the Bank is a public sector undertaking and is obliged to perform a duty to act legally, reasonably and ensure fulfillment of it's commitments under the industrial agreement. It is beyond debate that the settlement with a recognized union assumes a character of a supreme document and that binds not only the signatories to the settlement, but the entire establishment. The Nagpur Bench concluded that the Bank was under a commitment to honour the MoS. Earlier recruitment drive was cancelled/ aborted by the communication dated 04.07.2014. Since then, this is the first recruitment process vide the impugned advertisement published on the website of the Respondent Bank titled as "Recruitment of Safai Karmachari-cum-Sub-Staff and/or Sub Staff 2024-2025". Insofar as the Petitioners and similarly placed persons in the State of Maharashtra are concerned, the Bank published a notice in daily Marathi "Loksatta". It is, thus, apparent that after more than 11 years, the Respondent Bank has decided to adopt OTM for recruiting Safai Karmacharis and Sub Staff.

16. It is strenuously canvassed on behalf of the Respondent Bank that none of these candidates have completed 240 days in continuous employment. Each one of them used to work for various spells over a period of two months, three months or more and were replaced by a different batch of Safai Karmacharis. Naturally, this raises a question as to whether, the work of Safai Karmacharis was a seasonal employment with the Respondent Bank. This defies logic. It cannot be disputed that sweeping and cleaning the establishments and branches of the Respondent Bank is a continuous nature of work having a perennial character. By no stretch of imagination can it be termed or even attempted to be branded as seasonal employment. If the work of cleaning and sweeping the establishments and branches is of a perennial character, any argument contending that one batch of Safai Karmacharis worked for a particular duration to be replaced by another batch of Safai Karmacharis for another spell/ duration, has to be rejected outright keeping in view the law laid down by the Honourable Supreme Court in H.D. Singh vs. Reserve Bank of India and others, (1985) 4 SCC 201, State of Haryana and others vs. Piara Singh and others, (1992) 4 SCC 118 and Bajaj Auto Ltd. vs. Bhojane Gopinath D., 2004 I CLR 502.

17. The judgment of the Nagpur Bench in Sandip Pralhad Ingole (supra) was sought to be reviewed and there is no dispute that the Review Application was dismissed vide the order dated 08.02.2021. The judgment was carried to the Honourable Supreme Court by the Respondent Bank in Civil Appeal Nos.2760-2761/2023 and by order dated 13.07.2023, the Civil Appeals preferred by the Respondent Bank were dismissed with a reasoned order, which reads thus:-

"These appeals arise out of the orders dated 08.07.2019 and 08.02.2021 passed by the High Court of Judicature at Bombay, Nagpur Bench, in W.P. No. 8275 of 2018 and MCAST No. 19326 of 2019 respectively. The High Court, while allowing the writ petition, issued certain directions relying upon the Memorandum of Settlement dated 09.08.2012 entered into between the Management- Bank and the Employees' Federation which prompted/culminated into the Management- Bank issuing a Circular Letter No. CO:HRD:IRP:2012:13:17 dated 14.08.2012. The directions read as follows:-

"i. The writ petition is partly allowed.

ii. We direct to the respondent bank to fulfil its obligation under the Memorandum of Settlement dated 9th August, 2012 imposing a duty to initiate the recruitment process only as one time measure for selecting, from amongst casual and temporary workers, "Safai Karmachari cum Sub Staff" on full time basis within a period of six months from the date of the receipt of order.

iii. By issuing such directions, we have not taken away discretion of the bank to determine the availability of the vacancies and to adopt a particular procedure for making recruitments or select or reject candidates on the basis of performance and on merit and other similar factors.

iv. Rule is made absolute in these terms. No order as to costs."

As per the said Memorandum of Settlement, it was agreed that the temporary and casual workers engaged in the Bank and who have put in a minimum 45 days' service during a continuous period of 12 months may be permitted to participate in the ensuing recruitment process for the selection of "Safai Karmachari-cum-sub-staff" and/or 'Sub- Staff' as a one-time measure.

Considering the said Memorandum of Settlement, the High Court found that though there was some delay in moving the writ petition, but looking to the obligation of the Bank, as agreed, which has not been discharged in its right perspective, the above directions were issued. In fact, the High Court found that to fulfill the obligations under the Memorandum of Settlement, the Bank had indeed initiated recruitment process for selection of "Safai Karmachari-cum-sub-staff", but midway through, the process of recruitment was cancelled for some of the regions.

In the said context, while allowing the writ petition, it was directed that the Bank shall fulfil its obligations under the Memorandum of Settlement dated 09.08.2012 and initiate the recruitment process only as a one-time measure for selecting from amongst the casual/ temporary workers, 'Safai Karmachari-cum- sub-staff' on full time basis within a period of six months from the receipt of the order.

The High Court has further observed that, while issuing such a direction, the right of the Bank to determine the availability of the vacancies and to adopt a particular procedure for making recruitments or select or reject candidates on the basis of performance and on merit and other similar factors, has not been taken away.

After hearing Shri Dhruv Mehta, learned senior counsel for the appellant-Bank and Mr. Rituraj Biswas, learned counsel for the respondents, and considering the contents of the Memorandum of Settlement and the obligation, which is required to be discharged by the Bank, we are of the opinion that the Management Bank has not honoured its commitment given under the Memorandum of Settlement. In fact, the Bank had taken steps to initiate the recruitment process in furtherance of the Settlement and by a subsequent communication cancelled the process selectively for some of the regions. The High Court, while allowing the petition, directed the Bank to fulfil its obligation within the time stipulated therein by the impugned order(s). In our view, the High Court has not committed any error, while dealing with the terms of the Memorandum of Settlement in passing the impugned order(s).

In view of the foregoing, we are not inclined to interfere with the order(s) impugned. The appeals are, accordingly, dismissed. However, the process of selection, as directed by the High Court, may now be completed within a period of six months from today.

Pending interlocutory application(s), if any, is/are disposed of."

18. *In view of the above, it is apparent that the Honourable Supreme Court concluded, in it's above reproduced order dated 13.07.2023, that "In the said context, while allowing the writ petition, it was directed that the Bank shall fulfil its obligations under the Memorandum of Settlement dated 09.08.2012 and initiate the recruitment process only as a one-time measure for selecting from amongst the casual/ temporary workers, 'Safai Karmachari-cum-sub-staff' on full time basis within a period of six months from the receipt of the order." It was further noted that the High Court had permitted the Bank to adopt a particular procedure for selecting or rejecting candidates on the basis of the performance and merit. The Honourable Supreme Court, thereafter, recorded that "we are of the opinion that the Management Bank has not honoured its commitment given under the Memorandum of Settlement. In fact, the Bank had taken steps to initiate the recruitment process in furtherance of the Settlement and by a subsequent communication cancelled the process selectively for some of the regions. The High Court, while allowing the petition, directed the Bank to fulfil its obligation within the time stipulated therein by the impugned order(s). In our view, the High Court has not committed any error, while dealing with the terms of the Memorandum of Settlement in passing the impugned order(s)".*

19. *It is, thus, crystal clear that the OTM was meant only for those Safai Karmacharis or Sub-Staff, who were already working with the Bank. These directions of the Honourable Supreme Court read with the law laid down in Umadevi (supra), lead to a sine-qua-non that the only option available for the Bank was to ensure that the long serving employees as like the Petitioners at it's various establishments and branches in India, were considered for the OTM.*

CONCLUSIONS

27. -----.

28. *Considering the view expressed by this Court at Aurangabad in the order dated 30.08.2023 (supra), the order of the Nagpur Bench dated 08.07.2019 (supra) and the observations of the Honourable Supreme Court in the order dated 13.07.2023 reproduced above, we deem it appropriate to direct the*

Respondent Bank to lend a literal meaning to the term "One Time Measure" and initiate the recruitment process for those employees, who are working as Safai Karmacharis/ temporaries/ casuals in the Safai Karmachari cadre and Sub- Staff cadre in view of the MoS. It is also mentioned in the MoS (reproduced above) that after such OTM, these candidates would not be allowed to participate in the recruitment process which would be initiated by the Respondent Bank subsequently."

30. These observations and conclusions of the Hon'ble High Court clearly covers the case of the Workman for absorption. There cannot be any deviation than what is concluded by the Hon'ble High Court as above, except for implementation of terms and conditions in the memorandum of settlement with the recognized Union, which is the service conditions between the parties. No other provisions of the I.D. Act or service Rules provides for such absorption in service of the Bank, as claimed by the Workman.

31. Advertisement for recruitment as a Safai Karmachari / Sub-staff / Peon published in the year 2024-25, is not yet proceeded with. It has also come on record that there are many posts of Safai Karmachari to be filled in the Vambori Branch, but as on today, there is no permanent Safai Karmachari or Peon. However, such post is in existence and it needs to be filled permanently by adhering to the recruitment process and by adhering to the memorandum of settlement of 2012 with the recognized Union.

32. I have considered the case laws filed on behalf of the both parties. The case laws filed by both the parties are all considered by the Hon'ble High Court in its Judgment dated 12.01.2024 in Writ Petition No. 379 of 2024, on which I have placed my heavy reliance, and therefore, the case laws relied by both the parties are already considered.

33. On behalf of the Workman, certain other case laws are relied upon, which deal with termination of service and compliance of the provisions of the I.D. Act pertaining to retrenchment by the employer. However, as observed earlier, the issue of termination of the Workman is not relevant in this case. Therefore, the case laws in respect of retrenchment / termination are not relevant to the subject matter of the dispute.

34. In view of the above, Issue No. 1 regarding existence of relationship of employer and employee between the Workman and the Bank is proved and answered in Affirmative. Issue No. 2 is answered partly in affirmative. For issue No. 3, I pass the following Order.

ORDER

1. The Reference is answered partly in affirmative.

2. The claim of the Workman Shri. Pravin Ratan Sasane on the Management of the Bank, Vambori Branch, for absorbing him on the post of permanent full time Safai Karmachari is justified, subject to his participation in the recruitment process and in terms of the memorandum of settlement dated 09.08.2012 with the recognized Union.

3. The Workman Shri. Pravin Ratan Sasane is entitled for absorption on the post of Safai Karmachari/Sub-staff or in other similar post, on participation in immediate recruitment process which would be initiated by the Bank.

4. The Bank is further directed to consider the Second Party Workman in the recruitment process in accordance with the terms of memorandum of settlement dated 09.08.2012, and if eligible and suitable, grant him appointment on permanent basis.

5. No order as to costs.

6. Copies of this Award be sent to Government of India, Ministry of Labour, New Delhi for publication and further necessary action.

SAMEENA ABDULMAJID KHAN, Member

Date : 20.03.2025

Argued on: 06.03.2025

Judgment dictated on : 20.03.2025

Judgment transcribed on: 26.03.2025

Judgment checked & signed on: 27.03.2025